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yal Commission on Disruption of Shipping (p. 775)

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(Continued on page three of cover)

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Municipal Winter Works Incentive Program

1962-63 program provided 6.1 million man-days of work, almost 400,000 more than number during 1961-62 program; 145,200 men were hired during period of program—October 15 to May 31

The Municipal Winter Works Incentive Program provided an estimated 6,171,606 man-days of work during the period October 15, 1962 to May 31, 1963. This was almost 400,000 more than the number provided during the period of the 1961-62 program: 5,784,374.

An estimated 145,202 men were hired during the period of the 1962-63 program, compared with an estimated 145,471 during the previous winter's program.

Under this program the federal Government offers an incentive to municipalities to undertake public works projects during the winter by paying 50 per cent of direct payroll costs incurred during the period of the program on accepted winter works projects. Projects accepted during the 1962-63 season totalled 8,075, compared with 8,247 under the 1961-62 program.

All of the provinces, as well as the Yukon and Northwest Territories and a number of Indian Bands, participated in the 1962-63 program. Several of the provinces provided a supplement to the federal contribution as a further incentive. Prince Edward Island, Ontario, Saskatchewan, Alberta and British Columbia contributed 25 per cent of direct payroll costs; Quebec 40 per cent of direct payroll costs. British Columbia contributed an additional 25 per cent in respect of wages paid to persons employed under the program who had been receiving welfare assistance for a specified period; Manitoba 25 per cent of direct payroll costs in respect of unemployed persons not entitled to unemployment insurance who were employed on accepted projects, and 50 per cent in respect of persons who had been getting social allowances for a specified period before they were employed under the program.

The estimated total cost of projects during the period of the program was $291,817,000, compared with $244,763,000 in 1961-62. The estimated direct payroll cost of projects during the period of the program was $91,392,000. In 1961-62 it was $81,395,000. The estimated federal Government share of direct payroll costs was $45,294,000 compared with $40,417,000 during the previous season.

In the number of man-days work estimated to have been provided during the period of the program, Quebec led the provinces by a large margin: 2,843,145 man-days compared with 1,262,876 man-days for Ontario, the next province on the list.

The number of man-days work provided in other provinces was estimated to be: British Columbia, 607,446; Alberta, 593,839; Saskatchewan, 421,031; Manitoba, 224,876; New Brunswick, 72,735; Newfoundland, 66,567; Indian Bands, 28,028; Northwest Territories, 2,640; and Yukon, 120.

In the number of men estimated to have been hired, Quebec's lead was still more striking—68,488 compared with Ontario's 22,303.

Quebec also headed the list of projects accepted, with 2,386. Participation by other provinces or territories, in descending order of number of projects accepted was: Saskatchewan, 1,561; Ontario, 1,529; Alberta, 919; British Columbia, 799; Manitoba, 343; New Brunswick, 179; Newfoundland, 126; Indian Bands, 85; Prince Edward Island, 64; Nova Scotia, 59; Northwest Territories, 23; and Yukon, 2.

The Municipal Winter Works Incentive Program will be in effect again during the coming winter. But a number of changes designed to increase its effectiveness were announced by the Minister of Labour in the House of Commons on June 10. The changes were:

—A raising of the ceiling on the federal incentive payment for buildings and major renovations from $50,000 to $100,000 in order to help municipalities to plan the inclusion of larger buildings in the program.

—An increase in the incentive payment from 50 per cent to 60 per cent of payroll expenditures for municipalities in designated areas, to encourage a higher level of winter employment in those areas.

—A shortening of the period of the program, formerly 7½ months, to 6 months, November 1 to April 30 inclusive.

When announcing the changes, the Minister said the duration of the program was being shortened "in the full expectation that just as much or more can be done to better effect in this shorter period of time." To further this objective, he said, the program was being announced at this early date so that municipalities would be able to advance their planning for next winter as much as possible.

From the Labour Gazette, September 1913

50 Years Ago This Month

Wage increases widespread in Eastern Canada, few in Western Canada, in second quarter, 1913. Some reductions in hours

Wage increases, some up to 10 per cent, were widespread in Eastern Canada during the second quarter of the year, it was reported in the LABOUR GAZETTE of September 1913. A number of reductions in hours of work were also reported.

In Western Canada, however, wage increases were few.

"Considerable railway construction work was in progress, which provided employment for a large amount of unskilled labour," the report said, "but the general financial stringency resulted in the curtailment of much municipal work, and for this reason there was much unemployment among the labouring class, more particularly in Western Canada."

The largest group of workers to receive an increase was made up of about 9,000 employees of the CPR's mechanical departments on Eastern lines. The increase amounted to about 10 per cent, and affected machinists, boilermakers, blacksmiths, brassworkers, buffers, sheetmetal workers, steamfitters, plumbers, general car builders and carmen employed in the running department in the shops from Port Arthur to Saint John.

Only one wage change was reported in the mining industry, and this affected 500 above-ground labourers employed by the Acadia Coal Company in Westville, N.S., and the immediate neighbourhood. An increase of about 10 per cent went into effect on June 1, raising the scale for this class of employees from a range of $8.50 to $12 a week to a range of $9 to $13. "The company also reduced the price of explosives 6 cents per pound, which means an additional increase for the miners," the *Gazette* said.

A number of wage increases and some reductions in hours affecting more than 9,000 employees in the building trades were reported. Upwards of 2,400 workers in the clothing trades were given increases in wages during the quarter.

In Toronto, a strike of some 200 garment workers came to an end with a partial settlement that gave an increase of 10 per cent to general operators and of 20 per cent to cutters.

A strike of 2,000 garment workers in Hamilton was settled after 11 days, and as a result pressers received a scale ranging from $14 to $18 a week instead of the previous $12 to $15 a week.

Weather conditions were generally favourable for the Western grain crop, the LABOUR GAZETTE said, and in mid-August it was estimated that 12,000 men would be required for harvest work in Manitoba, where the crop was not good; about 26,000 in Saskatchewan, where the crop was excellent; and 18,000 in Alberta, where crop prospects were also very good. It was reported that in Saskatchewan there was very little trouble in getting the men required.

Price Index

During the second quarter of 1913 prices in Canada remained stable, but in January the Department of Labour index of prices was 3 per cent higher than it had been a year earlier.

The LABOUR GAZETTE published a summary of a report by the Department of Labour Statistics of the Board of Trade of the United Kingdom regarding rents and retail prices of foods paid by workmen in Great Britain and Ireland. The British report included a survey of food prices in a number of other countries, and the GAZETTE published a table comparing food prices in the various countries.

The table showed that, using 1900 as the base year, food prices in the United Kingdom had reached 109 by 1911, but in Canada they had reached 136. The greatest rise was in the United States, where an index number of 139 was reached. Figures for 1912 were incomplete and were not given for some countries. In the United Kingdom, however, the index in 1912 had jumped up to 115; in Canada it had reached 151, an increase of 15 points in one year.

The country in which the increase in prices of food between 1901 and 1911 (figures for 1900 were not available) was smallest, and the behaviour of prices most erratic, was Australia. There, the index, after reaching 109 in 1902, rose and fell several times, and in 1911 was only 103. Food prices in that country, however, jumped to 116 the next year, 1912.

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Automation Protection Plan Feature of Longshore Agreement

An "Automation Protection Plan" that permits the industry to take advantage of opportunities for automation and mechanization in exchange for extra job security for the union's members is the feature of a settlement last month of two disputes on the West Coast.

The Minister of Labour has described the agreement as "a precedent-setting settlement in the longshore industry in Canada, and a notable development in Canadian industry generally".

The disputes, between the International Longshoremen's and Warehousemen's Union and the Shipping Federation of British Columbia, and between the same union and the British Columbia Wharf Operators' Association, had been going on for more than a year. The disputes went through the conciliation officer and conciliation board stages, and through further direct negotiations before agreement was reached on August 6.

When releasing details of the settlements, the Minister said the settlement reached was a splendid illustration of negotiations between labour and management in a situation where technological change and new methods of operation have complicated working conditions in industry.

Agreements Expired Year Ago

The ILWU and the Shipping Federation have been bargaining for several years over reduction in the number of employees required to work cargo by mechanized procedure on deepsea ships. In negotiations over renewal of the agreements that terminated on July 31, 1962, union demands for a master agreement covering all phases of the industry became a major obstacle. Operators and coastwise docks were drawn into the bargaining.

The settlement provides for two master agreements effective for three years from August 1, 1963. The Shipping Federation agreement covers deepsea longshoremen on ship work and ancillary groups, and applies to the larger part of the 2,400 union members in the industry. The agreement with the Wharf Operators' Association applies to dock work and coastwise work formerly covered by a number of agreements with individual employers.

The two agreements were negotiated jointly and provide for increases in dock rates to give parity with ship rates over the three-year term, for identical and portable fringe benefits between the two agreements and for interchangeable dispatch of employees in all phases of work covered by both agreements.

Automation Protection Plan

Under the Automation Protection Plan the union conceded substantial reductions in gang sizes on mechanized operations for ship work. The employers agreed to protect present union members on both ship and dock work from loss of employment opportunity because of technological change, by the following procedures:

1. A guarantee of employment based on 35 hours per week (this had been established by the previous Federation agreement).

2. Supplementary pension totalling $10,800 at $300 per month for union members with at least 25 years service who may be retired at age 62 before 1969.

3. Supplementary pension totalling $7,200 at $100 per month for union members with at least 25 years service who before 1969 retire voluntarily after age 62 or on normal retirement at age 65, or for a member with at least 15 years service who retires on disability at any age.

4. Retraining and relocation required by effects of technological change.

The employers also agreed to:

—General wage increases totalling 44 cents an hour over the three years, and settlement pay in lieu of retroactivity for the Federation agreements which expired in 1962.

—Increased differentials for skilled classifications.

—Increases in dock work rates to achieve parity with ship work rates over three years, requiring adjustments up to 60 cents an hour for some groups.

—Pension payments of 16 cents a union man-hour to be paid under the Wharf Operators' Association agreement, as previously established under the Shipping Federation agreement, with employers in the Association given credit for any payments being made to their existing pension plans.

—Minor improvements in fringe benefits under the Federation agreement such as an increase of 1 cent an hour for the welfare plan, and acceptance of identical fringe benefits by the Wharf Opeartors' Association.

The union agreed to reorganize and reduce the size of deepsea ship gangs. With few exceptions there have been 13 men

to a gang (11 for discharge work at Vancouver). Now the basic minimum gang will be 8 men, and additional men will be added as required, such as an extra winch driver, 2 to 4 extra holdmen on loose cargo, and a lift truck operator in the hold. For a number of operations, mainly on bulk cargoes, smaller special gangs will apply, and there is provision for shift work on mechanized bulk operations including grain.

A single arbitrator would deal with any disputed manning, except the eight-man basic gang, and with disputed manning for new operations. Manning will be determined according to principles of safety, avoidance of speed-up and undue work burden, and employment of all the men necessary but no unnecessary men.

Honour Bill Jenoves on Completion Of 60 Years as Trade Unionist

William "Bill" Jenoves, President of the Toronto and District Trades and Labour Council since 1940 and one of the General Vice-Presidents of the CLC since the merger convention in 1956, was honoured at the Labour Council's annual Labour Day banquet.

He has completed 60 years as a trade unionist, 42 years as business agent of Toronto Local 2 of the Bricklayers, and 22 years as Council President.

He was a vice-president of the Trades and Labour Congress from 1947 until it merged with the Canadian Congress of Labour.

Mr. Jenoves came to Toronto with his parents from Scranton, Pa., in 1896. In 1899 he left school and became a bricklayer's apprentice, becoming a fully qualified bricklayer and joining Local 2 of the Bricklayers, Masons and Plasterers' International Union in 1903.

After holding most of the offices in the Local in turn, he became President in 1912. He worked in the United States for a time, but came back to Canada at the end of the First World War, and became business agent of the Local, a job he still holds.

Mr. Jenoves is a charter member of the Toronto Building and Construction Trades Council.

Frank Drea, labour reporter for the Toronto *Telegram*, has joined the Canadian staff of the United Steelworkers of America and will act as assistant to Murray Cotterill, Publicity Director. Mr. Drea was the first Canadian to win for his publication the Heywood Broun Award.

Congress Legislates to Provide Arbitration of U.S. Rail Dispute

Six hours before the scheduled August 29 beginning of a nation-wide railroad strike in the United States, President Kennedy signed into law a bill providing for binding arbitration of the two key issues in the protracted work-rules dispute: train-crew size and the continued employment of firemen that the railroads thought were no longer needed.

It was the first time in U.S. history that Congress had legislated compulsory arbitration in a specific dispute.

The bill, introduced in the Senate, went through all stages in both houses in less than a week. The Senate passed it by a vote of 90 to 2, the House by a vote of 286 to 66.

Six weeks earlier President Kennedy had suggested that the dispute be arbitrated by the Interstate Commerce Commission. The Senate rejected this proposal and substituted its own arbitration bill.

The new law provides for:

1. Appointment of a seven-man board of two members each from the railroads and the unions, and three public members, selected by the parties, or in the event of disagreement on this point, by the President.

2. Board hearings lasting up to 90 days and leading to binding settlement of the two main issues of train-crew size and firemen's jobs.

3. Adoption of the arbitration award at the end of another 60 days.

4. An additional 30 days in which no strike is permitted over secondary issues.

In effect, the law prohibits a strike for six months. The parties have that period in which to negotiate a settlement of several less critical issues. But at the end of the six months, the five operating rail unions would again be free to strike.

Armand Larivée of Asbestos Named CNTU Vice-President

The Confederation of National Trade Unions last month appointed Armand Larivée to the vice-presidency left vacant by the death in July of Daniel Lessard (L.G., Aug., p. 656).

Mr. Larivée is President of the National Federation of Mining Industry Employees (CNTU), of which he has been a member since 1935, when he began work at Canadian Johns-Manville Co., Limited, at Asbestos, Que. He was elected a director of his local in 1945, and President in 1958. He has also been active in the Sherbrooke Central Council of the CNTU.

Old Age Assistance Recipients Increase During Second Quarter

The number of persons in Canada receiving assistance under the Old Age Assistance Act, and the number receiving disabled persons' allowances both increased in the second quarter this year. The number receiving blind persons' allowances decreased during the quarter.

Old Age Assistance—The number of persons receiving assistance under the Old Age Assistance Act increased from 103,159 at March 31 to 103,310 at June 30, 1963.

The federal Government's contributions under the federal-provincial scheme totalled $9,480,718.04 for the quarter, compared with $9,491,314.90 in the preceding quarter. Since the inception of the Act, the federal Government has contributed $298,-524,337.07.

At June 30, the average monthly assistance in the provinces ranged from $58.83 to $62.84. In all provinces and the Territories the maximum assistance paid was $65 a month.

Disabled Persons Allowances—The number of persons receiving allowances under the Disabled Persons Act increased from 50,621 at March 31 to 50,712 at June 30, 1963.

The federal Government's contributions under the federal-provincial scheme totalled $4,885,423.65 for the quarter, compared with $4,877,761.94 in the preceding quarter. Since the inception of the Act, the federal Government has contributed $113,063,-957.44.

At June 30, the average monthly allowance in the provinces ranged from $63.56 to $64.64. In all provinces and the Territories the maximum allowance paid was $65 a month.

Blind Persons Allowances—The number of blind persons receiving allowances under the Blind Persons Act decreased from 8,634 at March 31 to 8,595 at June 30, 1963.

The federal Government's contributions under the federal-provincial scheme totalled $1,215,983.96 for the quarter, compared with $1,218,596.77 in the preceding quarter. Since the inception of the Act, the federal Government has contributed $41,783,493.47.

At June 30, the average monthly allowance in the provinces ranged from $58.71 to $63.82. In all provinces and the Territories the maximum allowance paid was $65 a month.

In Parliament Last Month

(*page numbers refer to Hansard*)

Announcement of the Government's intention to establish a trusteeship over the Canadian maritime unions operating in the Great Lakes and the St. Lawrence Seaway, in accordance with a recommendation in the report of the Norris Industrial Inquiry Commission (see page 775) was made by the Minister of Labour on August 1, the day before Parliament adjourned (p. 2880).

The Minister said, however, that owing to the short time since the report had been issued, the only type of legislation that could have been prepared for immediate parliamentary action would have been general enabling legislation empowering the Government to take the necessary action under orders-in-council. Instead of taking this course, he said, "a decision has been taken to press ahead with the preparation of detailed legislation that is within the power of Parliament to enact, and which will be introduced for the immediate attention of the House on our return at the end of September."

The names of the six new members of the Atlantic Development Board were announced by the Secretary of State on August 2 (p. 2998). (A recent amendment to the Atlantic Development Board Act increased the number of members of the Board from five to eleven.) The new chairman is Ian Malcolm MacKeigan, Q.C., of Halifax, replacing Michael Wardell, who had been chairman since January 24 and who remains a member of the Board.

Among the bills introduced and given first, second and third reading during the month were: Bill C-91, to provide for an increase in the sessional allowances of members of the Senate and the House of Commons and in their allowances for incidental, travelling and other expenses (p. 2743, 2748 and 2790); and Bill C-92, to increase the salaries of judges of the Supreme Court of Canada, the Exchequer Court of Canada and the superior and county and district courts of the provinces (p. 2766, 2771 and 2790).

Among the bills that passed third reading was Bill C-72, to provide for the establishment of an Economic Council of Canada (p. 2954).

CORRECTION—In the July issue, page 557, in the article on the fifth meeting of the National Technical and Vocational Training Advisory Council, it was stated that the Minister of Labour, Hon. Allan J. MacEachen, officially opened the new Northern Alberta Institute of Technology in Edmonton. The Minister brought greetings and participated in the ceremonies, but the official opening function was carried out by Hon. E. C. Manning, Premier of Alberta.

The Norris Report

Hon. T. G. Norris, Industrial Inquiry Commission on Disruption of Shipping, recommends immediate imposition of temporary government trusteeship over maritime transportation unions

Immediate imposition of a temporary government trusteeship over the maritime transportation unions in Canada, or the maritime transportation sections of unions, was the main recommendation of Hon. T. G. Norris, who sat as an Industrial Inquiry Commission on the Disruption of Shipping (L.G., Aug. 1962, p. 908). His report was made public on July 15.

The trusteeship should be imposed by special federal legislation. In the term "maritime transportation" the Commission included also the operation of tugs, dredges, barges and ferries.

Among other recommendations, Mr. Justice Norris proposed rigid enforcement of the statutory prohibition against hiring halls, a ban on strikes and lockouts during the period of trusteeship, training of seamen by vocational schools, and that collective agreements in the maritime transportation industry terminate at the end of the shipping season, not in the middle of the year.

Nearly half the report was devoted to a chapter entitled, "Banks—His Dealings with Union Funds—His Methods and Control." At the end of this chapter, Mr. Justice Norris said:

> [Hal C.] Banks [President, Seafarers' International Union of Canada] is capable, decisive, egocentric, intolerant and ruthless. He is of the stuff of the Capones and the Hoffas of whom the dictators throughout history, from the earliest times to the totalitarians, Hitler and Stalin, are prototypes. He is a bully, cruel, dishonest, greedy, power-hungry, contemptuous of the law. In his mouth, the use of the word "democracy" is sheer blasphemy. For him the "big lie" and the failure to remember are ever-ready weapons and shields.
>
> Having read the evidence on this inquiry, one can readily accept [Michael] Sheehan's [founder and first President, Canadian Maritime Union] statement that Banks referred to the members of his union as "dumb bastards," for, brainwashing them as he did, he treated them as such.

Mr. Justice Norris blamed Canada Steamship Lines for giving countenance to Banks's methods.

Board of Trustees

Mr. Justice Norris recommended that the trustees should be three in number, none of whom should represent the labour organizations or the shipowners concerned in the disputes on the Great Lakes and the St. Lawrence Seaway that led to the appointment of the Commission.

"If the board of trustees is not an independent one, its consideration of matters under trusteeship might resolve itself into either a conflict between protagonists, leaving the chairman to make decisions; or a one-sided united front of interested parties against the chairman," the report said.

"I suggest that the chairman should be a person with wide legal experience and that an effort be made to have as a member of the board an economist with special knowledge of labour problems. The third member of the board could very well be a person with experience in transport," Mr. Norris said.

The trustees would have power to set up separate advisory councils consisting of representatives of seamen and representatives of shipowners, but the functions of such councils would be strictly advisory.

The report recommended that the duties of the board of trustees would comprise the following:

(a) To administer existing collective agreements, with such amendments as appear necessary from this report and as may be approved by the Canada Labour Relations Board.

(b) To supervise the re-negotiation of subsequent collective agreements by negotiating committees democratically elected by the members of the unions concerned.

(c) To take such steps with regard to the unions, after consultation with the seamen's advisory council, as may be necessary to bring about an assurance of democracy in the unions . . . [A revision of the constitution was included.]

(d) To operate the hiring halls and placement operations of the unions.

(e) To reform, when necessary, the administration of existing welfare plans.

(f) Generally to administer the business of the unions.

(g) To take all steps possible to bring about integration of the unions under trusteeship.

The Norris Industrial Inquiry Commission began its hearings on August 7, 1962 and, with a year-end recess from December 20 to January 7, continued with little interruption until March 15, 1963, with a special sitting at Ottawa on April 11, 1963. Hearings were held at Toronto, St. Catharines, Montreal and Ottawa.

By the time closing arguments were presented at its 107th sitting, the Commission had heard 187 witnesses. Some 839 exhibits were filed, and the transcript of its proceedings occupied 16,332 pages.

The trustees would have the widest powers, which would include the power to:

(a) Take over all the assets of the unions and of all holding companies and building companies in the names of which any such assets are vested, and the assets used by welfare plans of the unions.

(b) Investigate the financial affairs of the unions, including their bank accounts.

(c) Provide for the operation of the unions in such manner as [the trustees] consider in the best interests of the seamen and the public.

(d) Dismiss officers and employees of the unions and appoint others. [The report recommended that the President and other senior officers of the SIU of Canada, and the present administrator of the SIU Welfare Plan, should not be continued in office or employment in the union.]

(e) Effect proper economies in the operation of the unions.

The trusteeship act should provide against the transfer of union assets from the time of the publication of the report until the trustees have taken office. It should also prohibit, during the period of the trusteeship, all strikes and boycotts which, in the opinion of the trustees, would adversely affect the operation of the unions under trusteeship. The formation of new unions of maritime transportation workers during the period of trusteeship should be prohibited.

Other Recommendations

Other recommendations of the report were that:

—Until the trustees have assumed office, the provisions of Section 157 of the Canada Shipping Act and other sections of the Act that prohibit the operation of hiring halls be rigidly enforced, "that when the trustees have assumed their duties, the operation of those provisions be suspended, and that thereafter the Canada Shipping Act be amended to provide for the operation of hiring halls for maritime personnel under strict government supervision."

—The Canada Shipping Act should be amended to permit the check-off, with proper safeguards.

—The matter of the harassment of Canadian vessels in United States ports might very well be referred to the International Joint Commission for study and report.

—The Industrial Relations and Disputes Investigation Act be amended to provide that, "when there is an issue to be decided as to bargaining agents or collective agreements, a government-supervised vote of those members of unions affected shall be taken within 30 days of the end of every shipping season;" that collective bargaining agreements shall end at the end of the season and not in the middle of the year; and that no employer may enter into an agreement with an uncertified bargaining agent. ("This would prevent the kind of organizing Banks has been conducting since he came to Canada, viz., through pressure on the employers to the exclusion of any real participation by seamen," Mr. Norris remarked.)

—The Industrial Relations and Disputes Investigation Act should also provide that a union may not be certified as bargaining agent for seamen if it has among its members both licensed and unlicensed personnel, and it should prohibit collective agreements between shipping companies and unions that have in their membership both licensed and unlicensed personnel.

—There should be legislation to provide for the government supervision and inspection of employee welfare plans.

—There should be repeal of the section of the Annual Vacations Act that states that the Act does not apply to "employment under a collective agreement entered into after the coming into force of this Act and containing provisions, approved by the Minister, for the granting of an annual vacation with pay."

—Arrangements should be made for the training of young seamen in the vocational schools of the provinces, especially since such training will become more important as vessels acquire more mechanical equipment. Earlier in his report Mr. Justice Norris had written:

The SIU has two classes of members—probationary and book members. There is no system of apprenticeship. Probationary members may speak at meetings, but have no vote. There is no justification for maintaining a segregation of members in this way, for the differentiation between members is not based on shipboard qualifications, but is purely arbitrary. There are no qualifications or tests of skill as between the two classes. The only requirement for advancement from the probationary member class to the regular or book member class is that the seaman shall have served eighteen months as a probationary member.

The larger ships that ply the Great Lakes are fitted with more complicated propulsion machinery and electric auxiliaries than the older types of lake vessels and the navigation equipment is more varied and complex. The field for technically trained personnel and the need for some system of training of seamen is apparent. The union does not provide any proper course of training for new seamen and it would appear that this is not within its field. Such being the case, there is no reason for maintaining the class of probationary members. When the union takes in probationary members, it takes them in as prospective new union members, not prospective new seamen.

It would seem that the emphasis should be on the opportunity which exists among seamen for shipboard promotion, and there is need for a system of training under government supervision so that seamen may be taught subjects to round out their general education and fit them to take training to the end that they may

obtain certificates as mates, masters or marine engineers. The history of trade-unionism on the Great Lakes indicates that this cannot be left to any union. It should be undertaken by government with the co-operation of management and labour so that graduates would take their places as full members of one of the trade unions, . . .

—The trustees should study and deal with the maintenance of two classes of union members, the heavy fees exacted, and the denial of the right to vote at meetings.

—Amendment of the Canada Shipping Act to provide for proper supervision of manning. The manning of vessels, which has been treated by the SIU as a matter for bargaining with the shipowners, is not a matter for collective bargaining but, under the Act, "a matter for the owners and masters of ships and should be subject to strict government regulation."

—Provision should be made that the constitution of every union whose members are employed in any maritime transportation undertaking over which the Parliament of Canada has jurisdiction shall be deemed to assure to members the right of access to the courts in cases where there is injustice, and that the fact that proceedings have been instituted by any such member shall not make him liable to disciplinary action by the union. "This inquiry has shown the need that members have proper protection from injustice on the part of union officials who obtain control of unions," the Commissioner wrote. A provision in the SIU constitution against recourse to the courts "is particularly oppressive when it is applied to prevent the righting of an injustice arising out of prejudice on the part of union officials who hear the member's complaint or when there is no ready access to union appellate tribunals . . ."

—There should be provision in the constitution that no member may be fined, suspended, expelled or otherwise disciplined by the union or any of its officers except for non-payment of dues, unless such member has been served with written specific charges, given a reasonable time to prepare his defence, and afforded a full and fair hearing.

—The St. Lawrence Seaway Act should be amended to provide that a labour organization which disrupts the operation of the Seaway in violation of a collective agreement should be liable to pay a substantial penalty, e.g., $10,000 a day. The Act should prohibit secondary boycotts. A shipping company, owner, master, member of any crew, or any other person who causes a vessel to be left in such a position as to hinder transit in the Seaway or render it unsafe, should be made liable to pay a sum ($20,000 is suggested) for each day during which such offence continues, or in default of payment, to imprisonment for one year.

—Special counsel should be appointed "to review all the facts available with a view to ascertaining whether charges should be laid in the provinces of Quebec and Ontario against Banks, [L.J.] McLaughlin [SIU Vice-President] and others for conspiracy to prevent by unlawful means persons who wish to work in the business of shipping from working, and by such means unlawfully interfering with interprovincial and international trade."

—In connection with labour disputes, particularly when charges are laid, it should not be possible to have such charges withdrawn when a strike has been settled. Once laid, charges should be pressed to a conviction or an acquittal. In other words, the legal process should not be used as a weapon in collective bargaining, the Commission said.

On the question of taking steps to have Banks deported, Mr. Justice Norris, after remarking that "the mere removal of him from Canada would not be a solution to the basic difficulty," said that Banks, who had been granted the status of a landed immigrant in 1954, now has a Canadian domicile. He may not be deported unless he falls "within the very limited class of cases" referred to in Section 19 of the Immigration Act, "and this Section, limited as it is, does not apply to him."

There would seem to be some failure in co-ordination between the provisions of the Immigration Act and the provisions of the Canadian Citizenship Act in that, as in the case of Banks, a person having the status of a landed immigrant and having acquired domicile, but nevertheless having been refused citizenship on serious (other than mere technical) grounds (such as general lawlessness), may acquire a right to remain in Canada by mere effluxion of time. While this would seem to be a matter which should have the attention of Parliament, it is, in the opinion of the Commissioner, an incident only in the larger problem . . .

Background to Dispute

The first chapters of the 318-page report give an account of the events that led up to the struggle between the Seafarers' International Union of Canada and other maritime transportation unions on the Great Lakes and the St. Lawrence Seaway, and describe the persons involved.

In a chapter headed "Earlier History," an account is given of the struggle that began in 1944 between the Canadian Seamen's Union and the Seafarers' International Union of North America, to which the American Federation of Labour had just granted jurisdiction over seamen in all waters of North America, including Canada.

The fight between the SIU and the CSU continued until in December 1950 the Canada Labour Relations Board found that the CSU, being Communist controlled and directed, was not a trade union with the meaning of the Industrial Relations and Disputes Investigation Act (L.G. 1951, p. 190).

The present struggle, Mr. Justice Norris wrote in the subsequent chapter, had its inception with the effort of Banks to substitute the SIU for the National Association of Marine Engineers as bargaining agent for engineers on lake vessels. In October 1958, Banks set up the Licensed Division of the SIU of Canada, and in February 1959, the Canada Steamship Lines signed a collective agreement with the SIU Licensed Division in spite of the fact that that company had a collective bargaining agreement with NAME.

In July 1961 the CLRB refused the SIU's application for certification as bargaining agent for marine engineers because of "frauds committed by the SIU" (L.G. 1961, p. 916). In spite of this decision, and in spite of the valid agreements with NAME, all the shipping companies except Upper Lakes Shipping and its subsidiaries entered into collective agreements with the SIU Licensed Division.

In 1962 vessels of Upper Lakes Shipping, which were manned by the Canadian Brotherhood of Railway, Transport and General Workers and the Canadian Maritime Union, were subjected to harassment and their crews to beatings and intimidation. In retaliation, the CBRT, bargaining agent for employees of the St. Lawrence Seaway Authority, enforced a boycott against SIU-manned ships and disrupted shipping on the St. Lawrence Seaway System (L.G., Aug. 1962, p. 908). Mr. Justice Norris details this occurrence in a chapter headed "Events Precipitating This Inquiry."

Hal C. Banks

The chapter headed "Banks—His Dealings with Union Funds—His Methods and Control" takes up 158 pages of the 318-page report. It opens with a biography of the President of the SIU.

Banks was born in Iowa, U.S.A., on February 28th, 1909. Prior to coming to Canada, he had been in San Francisco and had been Assistant to Harry Lundeberg who was then the Secretary-Treasurer of the Sailors' Union of the Pacific, a division of the Seafarers' International Union of North America. Lundeberg was also President of that International Union.

Banks came to Canada in 1949 and was first organizer and then administrator of the Canadian District of the Seafarers' International Union of North America, his responsibility being directly to the Executive Board of the Seafarers' International Union of North America. From 1949 to 1954, the Canadian District was operating under administration. In 1954, the Canadian District obtained a constitution from the Seafarers' International Union of North America which governed the operation of the Seafarers' International Union . . . In 1957, Banks became Secretary-Treasurer of the Canadian District. In 1961, the Seafarers' International Union of North America, Canadian District, became the Seafarers' International Union of Canada and was then completely autonomous with Banks as President.

"Banks' history in Canada has, from the early beginnings, been a history of union strife marked by acts of violence," the report says.

Later the report says:

Everything he did was for one purpose only—to maintain his hold on the seamen and to increase his own power. Contemptuous as he was of his members, he became contemptuous of public opinion, feeling sure that he would retain power in his union by all the means of control referred to, and could, with the support of his own parent body, whose president was high in the councils of the AFL-CIO, and with the suport of the ILA, the MTD [the Maritime Trades Department of the AFL-CIO] (directed by Paul Hall and himself) and the MEBA [Marine Engineers Beneficial Association], continue to harass in the U.S. ports the only shipping company that had the courage to stand out against him and his gangsterism.

The facts that the president of his parent body supported him, and that the largest lake shipping company controlling the competitive situation in lake transport gave countenance to his methods, encouraged him to believe that public opinion was of no importance and that he was immune to successful attack.

In his conclusions to the report, Mr. Justice Norris said in part:

It should always be remembered that this strife, all this lawlessness—the unlawful picketing, the intimidation and violence in Canada and the United States, all the litigation in Canada and the United States, the international difficulty requiring the attention of the heads of two great nations—is not an effort to right any wrong nor to assist seamen, but is part of an irresponsible campaign to maintain one rapacious and violent man, Banks, in power as a dictator.

The combined effort of the unions supporting Banks is to hold for him monopoly control of all the seamen and over all the shipping companies, and consequently over all maritime trade on the Great Lakes and St. Lawrence River System.

Banks gained his absolute control in his union through the misuse of union funds, the hiring halls, the Do-Not-Ship and Report-of-Charges cards, and the welfare fund, the report says. "He and his union operated the Vacation Pay Plan unlawfully and contrary to the directions of the Minister of Labour.

"Under Banks' control," Mr. Justice Norris continued, the SIU has become "less and less a trade union and more and more a mere hiring agency, operated by Banks through fees extracted from the wages of

the crew members supplied through the hall. An effort is now being made to bring vacation pay under the sole control of the union, and if this trend continues, it is within the bounds of reasonable possibility that the next step will be an effort to have the seamen's wages paid to the union for distribution. Thus Banks' control over the maritime labour force would become absolute . . ."

It was at the conclusion of this chapter that Mr. Justice Norris likened Hal Banks to "the Capones and the Hoffas."

Hiring Halls—"The SIU hiring halls are the most important of the devices through which Banks exercises control over the SIU membership," the report says.

The collective agreements in force with the lake carriers state that hiring may be done through the office of the union, or the Seamen's Section of the National Employment Service; or, if the union is unable to supply men within three hours of sailing time, the company may itself engage them. Evidence given before the inquiry showed that in practice all hiring is done through the SIU hiring halls.

This complete union control over hiring, the report says, was achieved through the "National Shipping Rules" adopted in 1953. These rules do not form part of the collective agreements, and are not referred to in the collective agreements, and are not a part of the union constitution as such. "Rule 5 . . . is the fundamental one. It specifies that all men must register to ship, and all jobs must be filled through the hiring hall."

DNS and ROC Lists and Cards—"One of the most cruel and oppressive instruments of control used by Banks was the DNS (Do Not Ship) Lists and ROC (Report of Charges) cards, which latter, as was made abundantly clear in the evidence, are a mere sham to camouflage by an appearance of fairness, a system which had been condemned by the courts," the report says.

Evidence was given before the Commission that up to January 4, 1951, some 2,042 seamen had been placed on the DNS list . . . . At the rate that seamen were being placed on the DNS list up to January 1951, it is quite likely that another 2,000 or so seamen had been added to the list by 1954.

Banks gave evidence that in 1954, the DNS list was destroyed and a "Report of Charges" system was introduced. There was ample evidence that the "Report of Charges" system was nothing more nor less than a continuation of the old DNS list system. It would appear that this oppressive system was applied in the case of a great many more seamen between 1954 and 1962.

Violence and Intimidation—Under the heading "Violence, Intimidation and General Lawlessness," Mr. Justice Norris devotes seven pages of the report to an account of beatings and acts of intimidation in connection with the struggle between the maritime transport unions. "Through the story of these lawless acts as to which evidence was given, there was one factor common to all, viz: that the victims were either in active opposition to the SIU, or were associated with companies or unions that opposed the SIU, or were otherwise in disfavour with the SIU. In some cases, the persons responsible for these acts indicated that they were members of the SIU, or that their activities were on behalf of the SIU."

The Welfare Plan—The report calls the SIU Welfare Plan "an instrument whereby Banks has been enabled to maintain and increase his control over the members." It criticizes the lack of proper supervision of the plan by the trustees of the welfare plan, some of whom were appointed by the union and some by the shipping companies.

In his criticism of the trustees, the Commissioner says that it does not "involve any question of their personal integrity." But "the failure of the trustees in the performance of their duties as such not only placed the plan in jeopardy, but . . . it was possible for Banks to use the plan as an instrument of control over the members of the union."

The Vacation Pay Plan—"The vacation pay plan was another means through which Banks exercised control over the union members," says the Commissioner.

The Annual Vacations Act, passed in 1958, established the right of an employee who fulfils the service requirement prescribed in the Act to an annual vacation with pay, and, on termination of employment, to vacation pay in respect of any period of employment for which a vacation had not been granted. The Act provided also that it would not apply to employment under a collective agreement containing vacation provisions approved by the Minister of Labour.

The collective agreements entered into with the shipping companies in the fall of 1960 contained a provision that the companies were to remit vacation pay to the SIU Vacation Pay Fund. Application was made for the Minister's approval of the annual vacation provisions. The Minister was not prepared to approve a plan that placed the distribution of vacation pay in the sole control of the union, and set out four conditions necessary for approval. The

first was that a union-management board of trustees should administer the vacation pay plan.

The failure of the companies, once the vacation pay plan had been approved by the Minister of Labour, to accept any responsibility for carrying it out is criticized by Mr. Norris. "Not only did they fail to appoint trustees, but after paying into the account established by the union, they did not ask for the statements of payments to their employees which they were entitled to receive under the plan," he says.

On May 16, 1961, Banks wrote to each of the companies informing them that a bank account had been opened under the name of "Seafarers' International Vacation Pay Fund," and instructing them in remitting vacation payments to make the cheque payable to the above-named fund.

Payments had been made to the union without any authority whatsoever even before Banks' letter of May 16, 1961. In June 1961, funds began to flow into the union in relatively large amounts . . . .

As the conditions laid down by the Minister in accordance with the Annual Vacations Act had not been complied with, the shipping companies had no right to pay the money to the union as requested by Banks. Banks and other officials of the SIU, in taking the money and putting it in a union account and subjecting it to withdrawal on the signature of union officials, were guilty of what was, in effect, an unlawful conversion of moneys.

Canada Steamship Lines

The report contains some reflections on the part played by Canada Steamship Lines, much the largest of the shipping companies operating on the Seaway and the Great Lakes, in the SIU's success in gaining its control over the industry.

The SIU of Canada gained its control largely because of the attitude of the CSL in its support of Banks and its failure to stand out against his unlawful acts and the unlawful acts of certain of his union members. Because of the fact that the CSL had withdrawn its membership and support from the Association of Lake Carriers, Banks was able to force acceptance of his demands by strikes or threats of strikes, or by so-called "prayer meetings," by intimidation and violence, all of which were used against one or two members of the Association at a time rather than against all of the members engaged in bargaining together.

Again, the report says that the evidence given at the inquiry showed that "although the other major shipping companies were subjected, throughout the period under inquiry, to constant harassment, strikes, illegal walkouts . . ., the Canada Steamship Lines, apart from a minor incident in 1954, was left completely free from such activity. At various times throughout the period, while other shipping companies were suffering from this harassment by the SIU, and were under the constant threat of illegal walkouts . . ., the evidence of the Canada Steamship Lines was to the effect that throughout the same period their relationship with the SIU was a very good one."

The Commissioner says that evidence given "indicates clearly the control which Canada Steamship Lines had over the situation, and that whatever terms in the colective bargaining agreements were agreed upon between the Canada Steamship Lines and Banks, both as to licensed as well as unlicensed personnel, perforce became the terms which the other shipping companies must accept."

In connection with the attempt made by the SIU of Canada illegally to take over the National Association of Marine Engineers, the report says that when the National President of the NAME told the Personnel Manager of the CSL that its action in signing an agreement with the SIU was illegal, the Personnel Manager told him that "there would be merely a fine if the company was found guilty."

Internal Operations and Membership Dues

In a chapter on the internal operation of the maritime unions, the report compares the methods of operation and the scale of dues charged to members of the CBRT and the CMU, on the one hand, and of the SIU, on the other. "In the SIU of Canada, there was no real democracy, there was the facade and nothing more . . . A close examination of the affairs of the CLC, the CBRT and the CMU . . . indicates that they were run in a thoroughly democratic manner."

Regarding the dues and initiation fees levied by the three unions, a table shows that a probationary SIU member has to pay during the first year of membership a total of $279 in initiation fees, monthly dues, and assessments, and $63 a year thereafter; a book or regular member, $163 the first year and $63 thereafter. CBRT members pay $48 in the first year, and $45 a year thereafter; and CMU members pay $65 in the first year and $60 a year thereafter.

Labour Combinations Supporting Banks

"It is surprising, in view of the history of Banks' operations in Canada, that so little investigation should have been made by international trade unionism before the forces of the MTD were committed to the support of Banks," the report remarks. Maritime organizations such as the SIU, the ILA, and the MEBA, "through the MTD, with the Teamsters, have been in the forefront in assisting Banks in his lawlessness."

In a chapter on "Inter-Union Relations," the report points to "a picture of the utmost confusion in labour policy, affiliation and loyalties. The story is reminiscent of the Mad Hatter's Tea Party in Alice in Wonderland."

The chapter notes from the evidence given at the inquiry that "there is *on the face of it* a close liaison between the CLC, the largest labour organization in Canada, and the AFL-CIO, as most of the CLC unions are affiliated also with the AFL-CIO." At the same time, whereas the SIU of North America is affiliated with the AFL-CIO, the SIU of Canada is not an affiliate of the CLC; and while the CLC supports its affiliates, the CBRT and the CMU, against the SIU of Canada, the AFL-CIO, through its MTD, supports the SIU of North America by picketing and otherwise, against the CBRT and the CMU.

The report also points out that the Teamsters Union, which has been expelled from both the AFL-CIO in the United States and the CLC in Canada, has representatives who are recognized as members of Port Councils in Canada of the MTD of the AFL-CIO; and whereas the MTD has no separate existence in Canada, the Port Councils oppose the CLC in Canada.

In his conclusions to the report, Mr. Norris says:

Correspondence has been quoted which indicates at least some unwillingness on the part of the AFL-CIO to grant to the CLC such autonomy, in respect of dealings by the last-mentioned body with its members which are affiliated with the AFL-CIO, as the CLC understood it had. Banks has asserted in evidence that the SIU of Canada has complete autonomy, and it is a little strange that the AFL-CIO should have any difficulty in recognizing for a large and responsible body such as the CLC the status which apparently it grants to the subordinate SIU of Canada.

The Canadian unions by establishing the CMU have done a service to the country in bringing out into the open the lawlessness of Banks. This is not a private quarrel between Upper Lakes and the CLC on the one hand and the SIU on the other. It is a matter of grave public concern that there should be an attempt to foist on Canada the rule of lawlessness in labour matters which exists in the Teamsters and ILA organizations in the United States and which is apparent in the combinations now operating against Canadian vessels in United States ports.

A little further on the report says: "Canada has benefited from international trade unionism in the past . . . People of Canada, trade unionists and others, will not easily permit the economy of Canada to be subjected to the changing winds of United States labour politics, with its varying alignments, its pressures and its struggles for position. It is proper, therefore, that there be recognition of the necessity for a workable autonomy in Canada for labour organizations, international or otherwise."

Changes in 1963 in Provincial Workmen's Compensation Laws

Five provinces amend Workmen's Compensation Acts. Quebec includes all employment except farming, domestic service. Ontario redefines "accident." Improved silicosis compensation provided

At the 1963 legislative sessions, Quebec, Ontario, Manitoba, New Brunswick and Prince Edward Island amended their Workmen's Compensation Acts.

Quebec extended compensation coverage to all employment in the province except in farming and domestic service and raised the minimum disability payment from $15 a week to $25. Ontario redefined "accident" to include more types of cases. Manitoba increased its vocational training appropriation from $10,000 a year to $30,000, and Quebec removed its $300,000 annual limit on rehabilitation expenditures.

Improved silicosis compensation was provided in Quebec, Manitoba and New Brunswick. Ontario and Quebec reduced the waiting period to three days.

Coverage

With the repeal of two sections of the Quebec Act (Sections 78 and 113), on a date to be fixed by proclamation, the Act will be made applicable to any employment in the province except farming and domestic service, regardless of the number of workmen employed. The power enabling the Workmen's Compensation Commission to exclude industries in which not more than a stated number of workmen are usually employed will be removed.

At present, a considerable number of industries in Quebec, including shops, hotels and restaurants, are totally excluded from the Act, and others are exempted wherever less than a specified number of workmen are usually employed.

In Ontario, rural school boards, previously exempted, were brought under the Act. All school boards in the province are now covered.

Waiting Period

In both Ontario and Quebec, the waiting period was reduced from five to three days. When a workman is forced to be off work because of accidental injury for less than three calendar days, he is entitled to free medical aid, but is not eligible for compensation. When he is disabled for three days or longer, he is eligible for compensation from the date of the accident.

Disability Benefits

In Ontario, the maximum annual earnings of a workman on which compensation may be paid, and which may be included in the employer's payroll for assessment purposes, were increased as of July 1, 1963 from $5,000 to $6,000. Only one other province—Saskatchewan—has a $6,000 wage ceiling. A $5,000 ceiling is in effect in most of the other provinces.

Amendments to the Quebec Act fixed the minimum payment for total disability at $25 a week, instead of $15. They also provided that, where it is established to the satisfaction of the Commission that a workman is temporarily or permanently disabled as a result of the aggravation of an injury which had occurred more than five years before, compensation is to be based on his present-day earnings where they are greater than those on which his previous compensation was based. In either case, the degree of disability for which the workman had already been compensated must be deducted.

The amendments made to the Quebec Act in 1955, which were declared to apply only in case of accidents occurring after January 1,1956, now apply to any accident, whether occurring before or after that date. The principal change made in 1955 was the increase in the percentage rate from 70 to 75 (L.G. 1956, p. 1289). The 1963 amendment allows disability pensions based on lower rates of earnings to be paid on the 75-per-cent rate.

Compensation for temporary partial disability under the Ontario Act is a weekly payment of 75 per cent of the difference in the workman's average weekly earnings before and after the accident. A change was made in the wording of this section of the Act, in line with the Board's administrative practices. The words "is able to earn" were replaced by the words "is physically capable of earning, as determined by the [Workmen's Compensation] Board," so that the section now provides that compensation is to be a weekly payment of 75 per cent of the difference between the average weekly earnings of the workman before the accident and the average amount that he is earning or *is physically capable of earning, as determined by the Board,* in some suitable employment or business after the accident.

In New Brunswick, where disability pensions were upgraded in 1962, the section stating that, where a claim was reopened for weekly compensation after a lapse of two years, the Board had discretionary authority to pay the workman compensation on his current earnings was further amended to make it clear that compensation is to be paid according to the scale provided by the Act at the date of the reopening of the claim.

Ontario revised its definition of "accident" to include the words "disablement arising out of and in the course of employment," thus enlarging the Board's powers to award compensation for any work-caused injury or disablement. "Accident" is now defined, as in four other provinces (Alberta, British Columbia, New Brunswick and Prince Edward Island), to include (1) a wilful and intentional act, not being the act of the workman, (2) a chance event occasioned by a physical or natural cause, and (3) disablement arising out of and in the course of employment.

During the year, the Manitoba Board assisted in special studies with respect to the rehabilitation of injured workmen. In line with increasing activity in this field, the amount that the Board may spend for vocational training was increased from $10,000 to $30,000 in a year. In Quebec, the provision limiting expenditures for rehabilitation to $300,000 a year was repealed, leaving the Commission free to spend whatever amount it thinks proper.

Silicosis

In Quebec, the minimum period during which a workman must have been exposed to the inhalation of silica dust in his work in the province, in order to be eligible for compensation for silicosis, was reduced from five to two years. Amendments in Manitoba allow the Board to reconsider claims for compensation for silicosis that were previously rejected because they were not made within a year after the workman left his employment in the industry in which he was exposed to silica dust, or because he had ceased to be resident in Manitoba before becoming disabled.

A workman who had left Manitoba before becoming disabled from silicosis may make a claim under this section and, if the Board

considers that exposure in Manitoba was a major factor in bringing about his disablement, it may grant him compensation.

In New Brunswick, the monthly benefit payable under the special Act passed in 1955 to provide compensation for workmen who contracted silicosis before June 1, 1948 (L.G. 1955, p. 832), was raised from $60 to $75, effective from June 1, 1963.

Accidents Occurring Outside the Province

An amendment to the Quebec Act extended from 6 to 18 months the maximum period during which a workman may be employed outside the province and be protected by the Workmen's Compensation Act.

Under this section, a workman usually employed and residing in the province is entitled to compensation for an accident that occurs when he is employed outside the province, providing his employer's place of business is in Quebec and the employment outside the province is the direct continuation of employment in the province and in the service of the same employer.

The Act provides further that compensation is payable only if the workman is not entitled to compensation under the law of the place where the accident happens.

Death Benefits

There were several changes in the benefits payable in case of a fatal accident. In Quebec, the maximum amount payable for funeral expenses was raised from $400 to $600. In Ontario, allowances for children with one parent were raised from $25 to $40 a month, and for orphan children, from $35 to $50. These increase were made applicable from July 1 to all children in receipt of compensation.

In Prince Edward Island, a limit of $170 on the monthly compensation payable to a widow and children, and a limit of $120 on the monthly payment to a family of orphans, were removed. In the same province, the Board may, at its discretion, pay compensation to the age of 21 in respect of a child who is continuing his education, instead of 18, as previously.

The Quebec Act now permits a child to be paid compensation, without any restrictions as to age, so long as he is attending school regularly. This provision, which became effective on August 1, applies to all children receiving compensation, regardless of the date of the accident. For children who are not attending school, the age limit for the payment of compensation continues to be 18.

Other Changes

A further amendment in Quebec requires an employer to report an accident to the Commission within the next two working days, instead of within eight days after the happening of the accident, as previously. The notice must be written in the mother tongue of the injured person, if that is English or French, and otherwise in whichever of these languages he chooses. The notice must not be signed by the workman until all the blanks have been filled in, and the employer is required to give him a completed copy.

A doctor or hospital official attending an injured workman is no longer required to send medical reports to an employer included in Schedule 2 (those employers who are individually liable) but must still report to the Commission. If the injured workman or his employer requests a copy of a medical report, the Commission must send one to the doctor attending the workman or to the employer's physician, as the case may be.

When an industry is transferred from Schedule 2 to Schedule 1, with the effect that compensation for future accidents will be paid from the Accident Fund and not by the individual employer, the Commission may assume responsibility for the payment of claims resulting from previous accidents, provided that the employer or insurer pays to the Accident Fund a reserve established in accordance with the law in force at the time of the accident.

A further amendment in Quebec requires the Workmen's Compensation Commission to give reasons for its decisions.

Certain administrative changes were made in the Ontario Act. These enable the Board to award costs in proceedings before it, and give it increased powers of collection against employers.

50th Convention, International Association of Personnel in Employment Security

Canada's Minister of Labour, U.S. Under Secretary of Labor are keynote speakers; 1,400 delegates attend from 33 nations

An outline of Canada's manpower development and training program was presented by Hon. Allan J. MacEachen, Minister of Labour, in an address to the 50th annual convention of the International Association of Personnel in Employment Security, at which he was one of two keynote speakers. The convention was held July 2-5 in Chicago.

Hon. John F. Henning, United States Under Secretary of Labor, the other keynote speaker, stressed the need for an active labour market policy to fill some 34,500,000 new jobs that will be required in the United States in the sixties.

C. A. L. Murchison, Commissioner, Unemployment Insurance Commission, Ottawa, emphasized that basic education together with technical and vocational training of both the employed and unemployed was an essential step in solving the unemployment problem.

Robert C. Goodwin, Director, Bureau of Employment Security, U.S. Department of Labor, discussed the major elements essential to any manpower program aimed at implementing a full-employment policy.

The 1,400 delegates came from the United States, Canada, and 31 other nations. The theme of the conference was "Record of Progress," and its 24 panel discussions embraced a wide range of topics.

George Toll, Long Beach, Calif., was elected President, succeeding Marcel Guay, Quebec Regional Director of the Unemployment Insurance Commission. Mr. Guay presided throughout the 50th convention.

Minister of Labour

"What we are experiencing is not a gradual and steady evolutionary change, but a dynamic revolution in the labour market," said Hon. Allan J. MacEachen, Minister of Labour, in his address to the convention.

Discussing Canada's manpower development program, he said that far-reaching technological advances were creating many of today's employment problems and that they would continue to do so in the future, both in the United States and Canada.

Because of the similarity in manpower problems of Canada and the United States, Mr. MacEachen thought the conference would like to hear "what we in Canada are currently attempting."

The Canadian program was intended to be a balanced attack, he said, "designed to reduce unemployment, promote manpower development and increase employment security, particularly in the cold winter months when we in Canada annually experience a serious rise in seasonal unemployment.

"The program recognizes that the growth of our economy and stimulation of employment—as in any country—can be facilitated greatly by general improvement of the levels of education and skill of our youth entering the labour force.

"We also recognize that the increased rate of technological change demands greater efforts toward retraining and adapting our existing labour force to new jobs and new processes."

He then outlined the Government's employment and development plan, unveiled in the House of Commons only three weeks previously (L.G., July, p. 552).

He pointed out that disruptions in employment because of technological change and seasonal fluctuations not only cause misery to the individual and his family, but also result in costly charges against the national economy. Therefore the federal Government was co-operating with the provinces in an expanded and accelerated training program.

In discussing the various individual training programs, he noted that apprenticeship training programs were lagging badly, and that more had to be done to raise the general educational level of the labour force to help workers adapt themselves to new skills and jobs when their current jobs become obsolete.

Mr. MacEachen emphasized the fundamental importance of the National Employment Service in the effective operation and administration in an integrated way of many of the Department of Labour's manpower programs.

In conclusion, he stated:

> These are some of the measures we are taking to meet immediate and long-term needs of manpower adjustments with which we will be faced for some time to come. We know that as time goes by, other new and perhaps startling measures will have to be introduced. Just as we expect to produce a more flexible work force, we too will have to be flexible and ready to experiment.

We must be prepared where necessary to change our methods and our approach to our fundamental role of bringing employer and employee together. What may have been efficient and productive during periods of frictional unemployment may be entirely inadequate to meet the future needs of a new type of mature job seeker displaced by automation and advancing technology.

John F. Henning

United States Under Secretary of Labor John F. Henning stressed the need for an active labour market policy to fill the 34,500,000 new jobs that will be needed in the United States in the sixties.

He emphasized that an active labour market policy requires attention and action on a variety of programs, private and public. It must, he said:

—Examine, help to shape and, in turn, operate within the broad economic policies that are major determinants of growth and of the achievement of full employment.

—Pursue policies and operate programs for making an effective match of available jobs and available workers.

—Seek to develop and apply various income-maintenance programs to help meet manpower objectives.

For the effective matching of available jobs and workers and for the removal of barriers that hamper this process, comprehensive, specific and timely information services on labour market demand and supply conditions are essential; guidance and counselling are needed, and they should be initiated at the elementary school level; early warning of changes help to make necessary adjustments and reduce disruptive effects; and major research efforts are essential to provide a better understanding of key factors in the labour market and "to improve the availability and accuracy of current and projected information on occupation requirements and skill resources," Mr. Henning said.

Improved education standards are necessary, as an increasingly larger number of jobs cannot be filled adequately by workers lacking a basic minimum education. Skills required by the labour market are constantly changing, making training and retraining programs vital.

To assure the supply and quality of craftsmen required by the economy, apprenticeship programs should be stimulated and promoted to supply an adequate number of apprentices for each craft. Programs should be designed to attract and hold youngsters having the necessary aptitudes, he said.

To improve and assist geographic labour mobility, assistance should be provided to workers in the form of information, relocation aid and other services. Individual communities lacking sufficient job opportunities should be aided in attracting suitable industries or services, and in developing the new skills that may be required.

Programs to combat discrimination in all areas of training and employment should be conducted vigorously, to assure proper manpower development and prevent economic waste and welfare burdens.

Programs of proper income maintenance —such as unemployment benefits, retirement benefits, and others—should be improved, supplemented and adapted as required, to assist in the better utilization of potential manpower resources.

C. A. L. Murchison

Technical and vocational training of both employed and unemployed, in order to upgrade the skills of the labour force, is an essential step toward the solution of the unemployment problem, C. A. L. Murchison, Commissioner, Unemployment Insurance Commission, Ottawa, told the delegates.

Only one third of the jobs in the Canadian economy today are of the unskilled or semi-skilled type, he said, and it is estimated that by 1975, the figure will be only 12 per cent.

As soon as all the training establishments under the federal-provincial Technical and Vocational Training Program are finished, an annual output of nearly 300,000 graduates is anticipated, Mr. Murchison said.

"The National Employment Service assists in the work of selecting candidates for training," he said, "and it has been found that a significant proportion of the applicants fails to qualify for training in courses offered, due to the fact that they do not have the academic standing necessary for admission."

To increase productivity and compete effectively in the world's markets, a well-qualified labour force is essential, he reminded the delegates.

Robert C. Goodwin

Four major elements essential to any manpower program aimed at carrying out a full-employment policy were outlined by Robert C. Goodwin, Director, Bureau of Employment Security, U.S. Department of Labor.

The first of these was planning, he said. Manpower needs and resources must be

anticipated, as "we cannot forever be acting after the fact." He added:

> This means we must have more up-to-date labour market information, including an improved early warning system of impending layoffs, particularly with respect to automation and technological changes. We need more knowledge of the extent, the character, and the impact of automation on employment and unemployment . . .

Such information would make long-range forecasts possible, and these "would provide us with the lead time necessary to undertake counselling, testing, training, and placement programs, to avoid economic hardship."

The second essential element, he said, is to help the labour force adapt to the projected long-range changes in occupational requirements, and to facilitate this, the forecast information should be interpreted for and made available to those who make the decisions leading to changes in skill supplies.

The third necessary element is to widen job opportunities, and this involves taking all necessary steps to remove those barriers that limit full utilization of manpower, he said. Some of these barriers were:

—Discrimination in employment or training on the basis of race, creed, colour, or national origin, which results in unemployment or employment below the worker's highest skills or capacities.

—Lack of knowledge of job or training opportunities.

—Inadequate counselling and placement facilities.

—Restrictive practices of one kind or another by employers or unions.

The fourth necessary element in a program of full employment, said Mr. Goodwin, is to "minimize" both unemployment and underemployment, and this requires two separate attacks, first to moderate cyclical unemployment by stabilizing income through an effective unemployment insurance program, and accelerating public works programs when needed; and second to correct structural maladjustments in the labour force arising from technological change and automation and from major shifts in consumer demands.

He said it was obvious there were no easy or rapid solutions to the problems being faced, and as the problems were of a long-range nature and cumulative, so would be the solutions.

Canadians Elected

District representatives of the Association for the coming year, who form the executive board, include a number of Canadians: H. J. Thompson, Manitoba; Edward Carr, Ontario; and Robert A. Murray, New Brunswick.

First-Half Wage Increases in U.S. Average 3 Per Cent

Negotiated wage increases in the United States in the first half of 1963 averaged 3.0 per cent, the U.S. Bureau of Labor Statistics reported last month, after an examination of major collective agreements (those covering 1,000 or more workers).

In the six months, major agreements were signed affecting about 1¼ million workers. About three tenths of them received no increase; for the remainder, the average increase was 4.2 per cent.

Almost all of the workers affected by the no-increase settlements were in the 11 basic steel companies that gave compensating fringe benefits (L.G., July, p. 549).

In manufacturing the average increase was 3.2 per cent; in non-manufacturing, 4.2 per cent.

The larger increases in non-manufacturing were influenced by a double increase in 1963 for longshoremen on the Atlantic and Gulf Coasts of 15 cents an hour in January and 9 cents due in October, and by increases for truckdrivers in the Philadelphia district totalling 12 to 30 cents an hour, depending on their trip destination or their job. Among other groups who received above-average increases were employees of airlines and retail trade.

A private survey conducted by the Bureau of National Affairs, Inc., showed that median wage settlements in the United States during the first half of the year amounted to 8 cents an hour, compared with an increase of 7.7 cents in the first six months of 1962.

A survey of major collective bargaining settlements in Canada—those affecting 500 or more employees—during the first half of this year appeared in the August Labour Gazette, page 675.

Latest Labour Statistics

Principal Items	Date	Amount	Percentage Change From	
			Previous Month	Previous Year
Total civilian labour force (a) (000)	August	7,016	− 0.3	+ 2.2
Employed (000)	August	6,746	+ 0.1	+ 2.5
Agriculture (000)	August	774	− 0.1	− 2.9
Non-agriculture (000)	August	5,972	+ 0.1	+ 3.2
Paid workers (000)	August	5,538	+ 0.7	+ 3.4
At work 35 hours or more (000)	August	5,433	+ 3.9	+ 2.6
At work less than 35 hours (000)	August	627	− 1.9	+ 5.0
Employed but not at work (000)	August	686	−21.3	− 0.9
Unemployed (000)	August	270	− 7.9	− 3.6
Atlantic (000)	August	35	0.0	−12.5
Quebec (000)	August	108	− 3.6	+12.5
Ontario (000)	August	72	−11.1	−20.9
Prairie (000)	August	23	−23.3	+ 4.5
Pacific (000)	August	32	− 8.6	+ 3.2
Without work and seeking work (000)	August	252	− 9.4	− 4.2
On temporary layoff up to 30 days (000)	August	18	+20.0	+ 5.9
Industrial employment (1949=100)	June	127.2	+ 2.9	+ 1.8
Manufacturing employment (1949=100)	June	118.7	+ 2.2	+ 2.2
Immigration	1st 6 mos. 1963	41,444	—	+21.7
Destined to the labour force	1st 6 mos. 1963	21,360	—	+24.1
Strikes and Lockouts				
Strikes and lockouts	August	55	− 9.8	+ 1.9
No. of workers involved	August	11,597	−32.2	+ 0.6
Duration in man days	August	73,340	−59.5	− 1.6
Earnings and Income				
Average weekly wages and salaries (ind. comp.)	June	$83.62	0.0	+ 3.2
Average hourly earnings (mfg.)	June	$ 1.95	0.0	+ 3.7
Average hours worked per week (mfg.)	June	40.9	− 0.7	− 0.5
Average weekly wages (mfg.)	June	$79.62	− 0.8	+ 2.7
Consumer price index (1949=100)	August	133.9	+ 0.3	+ 1.9
Index numbers of weekly wages in 1949 dollars (1949=100)	June	142.9	− 1.3	+ 0.8
Total labour income $000,000.	June	1,857	+ 2.7	+ 5.9
Industrial Production				
Total (average 1949=100)	July	184.7	−10.0	+ 1.5
Manufacturing	July	164.4	−11.3	+ 1.3
Durables	July	165.0	−13.4	+ 0.7
Non-durables	July	163.8	− 9.4	+ 1.7
New Residential Construction (b)				
Starts	August	11,253	−13.2	+11.7
Completions	August	8,689	+ 6.5	+14.1

(a) Estimates of the labour force, the employed and the unemployed, are from *The Labour Force*, a monthly publication of the Dominion Bureau of Statistics, which also contains additional details of the characteristics of the labour force, together with definitions and explanatory notes.

(b) Centres of 5,000 population or more.

Employment and Unemployment, August

Employment was estimated at 6,746,000 in August. As usual, there was little change from July.

Unemployment declined by 23,000 between July and August, to 270,000. The decrease in unemployment was concentrated among teen-agers, who had entered the job market in large numbers in June and July.

The estimated labour force in August was 7,016,000, an increase of 154,000 from a year earlier. Employment was 164,000 higher and unemployment slightly lower than in August 1962.

Employment

Both farm and non-farm employment remained stable between July and August. Within the total, however, there was a mixture of gains and losses for individual non-farm industries.

In comparison with a year earlier, non-farm employment in August showed an increase of 187,000, or 3.2 per cent. The number employed on farms was lower by 23,000, or 2.9 per cent. The largest employment gains over the year occurred in the service and manufacturing industries.

As usual, much of the seasonal pickup in employment during the summer months has been among teen-agers. The major year-to-year gains, however, were among persons aged 45 years or more, particularly women in this age group.

Unemployment

Unemployment decreased by an estimated 23,000 to 270,000 between July and August. Nearly all of the decline was among persons 14-19 years of age, mainly reflecting reduced participation by students who were temporarily in the labour force during the summer months. The August unemployment estimate was 10,000 lower than a year earlier.

Of the 270,000 unemployed in August, some 188,000, or 70 per cent of the total, had been unemployed for three months or less. An estimated 30,000 had been seeking work from four to six months and 52,000 for seven months or more.

Unemployment in August represented 3.8 per cent of the labour force, compared with 4.1 per cent in August 1962 and 4.8 per cent in August 1961. In July the rate was 4.2 per cent.

Seasonally adjusted, the August unemployment rate was 5.6 per cent, down from 6.0 per cent in July.

LABOUR MARKET CONDITIONS

Labour Market Areas	Labour Surplus				Approximate Balance		Labour Shortage	
	1		2		3		4	
	August 1963	August 1962	August 1963	August 1962	August 1963	August 1962	August 1963	August 1962
Metropolitan	.....	.....	5	4	7	8	.....	.....
Major Industrial	1	2	14	14	11	10	.....	.....
Major Agricultural	.....	.....	1	.....	13	13	.....	1
Minor	.....	1	16	10	40	45	2	2
Total	1	3	36	28	71	76	2	3

The review is prepared by the Employment and Labour Market Division of the Economics and Research Branch.

CLASSIFICATION OF LABOUR MARKET AREAS—AUGUST

	SUBSTANTIAL LABOUR SURPLUS	MODERATE LABOUR SURPLUS	APPROXIMATE BALANCE	LABOUR SHORTAGE
	Group 1	Group 2	Group 3	Group 4
METROPOLITAN AREAS (labour force 75,000 or more)		Montreal Quebec-Levis St. John's Vancouver-New Westminster and Mission City →WINDSOR	Calgary Edmonton Halifax Hamilton Ottawa-Hull Toronto →WINNIPEG	
MAJOR INDUSTRIAL AREAS (labour force 25,000-75,000; 60 per cent or more in non-agricultural activity)	Oshawa	Farnham-Granby Joliette →LAC ST. JEAN Moncton New Glasgow Niagara Peninsula Peterborough Rouyn-Val d'Or Saint John SARNIA ← Shawinigan Sherbrooke Sydney Trois Rivieres	→BRANTFORD Corner Brook Cornwall Fort William-Port Arthur Guelph Kingston Kitchener London Sudbury Timmins-Kirkland Lake Victoria	
MAJOR AGRICULTURAL AREAS (labour force 25,000-75,000; 40 per cent or more in agriculture)		Thetford-Lac Megantic and Ville St. Georges	Barrie Brandon Charlottetown →CHATHAM Lethbridge Moose Jaw North Battleford Prince Albert Red Deer Regina →RIVIERE DU LOUP Saskatoon Yorkton	
MINOR AREAS (labour force 10,000 to 25,000)		Beauharnois Brampton Campbellton Dawson Creek Drummondville Gaspe Lindsay Newcastle Prince George-Quesnel Quebec North Shore Rimouski Ste. Agathe-St. Jerome St. Jean Summerside Valleyfield WOODSTOCK, N.B. ←	Bathurst →BELLEVILLE-TRENTON Bracebridge Bridgewater Central Vancouver Island Chilliwack Cranbrook Dauphin Drumheller Edmundston →FREDERICTON Galt Goderich Grand Falls Kamloops Kentville Kitimat →LACHUTE-STE. THERESE Listowel Medicine Hat Montmagny North Bay →OKANAGAN VALLEY Owen Sound Pembroke Portage la Prairie Prince Rupert St. Hyacinthe St. Stephen St. Thomas Sault Ste. Marie →SIMCOE Sorel Stratford Trail-Nelson Truro →VICTORIAVILLE Walkerton Woodstock-Tillsonburg Yarmouth	Swift Current →WEYBURN

→The areas shown in capital letters are those that have been reclassified during the month; an arrow indicates the group from which they moved. For an explanation of the classification used, see page 491, June issue.

Rehabilitation in Denmark

Rehabilitation program in Denmark impresses Canadians who attended international rehabilitation congress there in June

Canadians who were in attendance at the ninth World Congress of the International Society for Rehabilitation of the Disabled, held in Copenhagen in June, were impressed by the rehabilitation program in Denmark.

Although great advances are taking place in work for the disabled in all parts of the world, the Scandinavian countries are regarded as having continually been in the forefront of this progress.

In Denmark, an active program has been in operation since 1872; the Society and Home for Cripples was the pioneer in this field. Established originally to help crippled and maimed children, this program was soon expanded to include adults. Today the Society has a large number of institutions providing combined medical, social and educational services.

This group, which acted as host for the World Congress, was also co-sponsor, with the World Commission on Vocational Rehabilitation of the International Society, of an International Seminar on Vocational Rehabilitation immediately following the Congress.

Walter Johannsen, Chief of Section, Ministry of Social Affairs, and Chairman of the Danish Co-ordinating Committee on Rehabilitation, was special speaker. Mr. Johannsen outlined the social services of Denmark that provide a background for the development of adequate services of rehabilitation.

He stated: "It is an important characteristic of the development of social policy in Denmark that social policy has largely been regarded as the responsibility of society . . . the State has often intervened with financial support after such work has been begun by voluntary effort. In many cases the State has undertaken full financial responsibility in such a way that the work is still being carried on by the voluntary organization subject to public supervision."

Much of the work is carried out under the provisions of special care services which, through State and voluntary groups, provide maintenance, treatment, education and training to specific groups of the handicapped. The National Assistance Act of 1933 placed an obligation on the State to provide for these groups. After the Second World War, special legislation updated and expanded such services.

The first Disability Insurance Act provided for retraining of disability pensioners. The Rehabilitation Act of 1960 did away with the condition of disability insurance and extended rehabilitation services to all handicapped. Special placement officers are attached to all public employment exchanges. One of the problems recognized and common to all parts of the world is how to establish early contact with the handicapped individual.

On vocational training for the handicapped, Mr. Johannsen stated: "Formerly, we were of the opinion that the responsibility of the community in respect of the individual handicapped went no further than to give him, if possible, a training susceptible of ensuring him a reasonable living. This limited outlook, however, is becoming a thing of the past. We think that the higher degree of freedom in the choice of occupation, which in the course of time has become a fact for the non-handicapped, should apply also in the case of the handicapped. Also . . . in order to compete on equal terms with the non-handicapped, the handicapped should really have an initial advantage, as far as training is concerned . . . through an educational reserve."

Under the Danish Rehabilitation Act assistance may be granted for any conceivable training, if warranted. Mr. Johannsen believed it was well to use normal training facilities as far as possible and avoid isolating the handicapped from the normal community.

Denmark provides assistance, however, to special facilities to meet particular training needs.

The quota system, whereby an employer is required to employ disabled persons as a specific proportion of his staff, is not favoured in Denmark, although it has its advocates there as in Canada, as Mr. Johannsen explained.

Assistance for sheltered workshops and home employment for those disabled who cannot compete in the open labour market, are also provided.

In concluding, Mr. Johannsen explained that prosthetics and aids that facilitate daily living may be provided.

Older Worker Employment and Training Incentive Program

Government to pay incentive to employers who hire eligible older workers during three winter months. Conditions governing payment under employment and training program are announced

In recent years, more and more employers have discovered the value of hiring older workers because of their special qualities—mature judgment, knowledge gained from experience, stability, lower absenteeism, labour turnover and accident rates.

There are, however, some capable older workers, with many years of useful service ahead of them, who are encountering difficulty in obtaining employment because of a lack of training or marketable knowledge and experience in modern business and industry. Lengthy periods of unemployment tend to make it increasingly difficult for them to become re-established in permanent employment.

In order to assist such workers to return to gainful jobs, the Canadian Government has initiated a plan whereby incentive payments may be made to employers who hire certain eligible older workers between November 1, 1963 and January 31, 1964.

The incentive payment amounts to 50 per cent of the monthly wage paid or $75.00 per month, whichever is the lesser amount.

Eligible older workers must be aged 45 or over, have been unemployed for at least six of the previous nine months and have exhausted regular unemployment insurance benefits.

The employer is required to give some training on the job and cannot apply for a wage rebate until he has had the eligible worker or workers in his employ for a period of three months. When his application is approved, he will receive a retroactive payment for the initial three-month period and monthly payments thereafter for a total period not exceeding twelve months.

The employer will apply, either in person or by mail, to his nearest National Employment Service office for the approval of his job opening as eligible for incentive payments under the program.

Older workers wishing to obtain employment under the incentive program should register with the National Employment Service, if they are not already registered. The local employment office will then be in a position to determine whether or not they are eligible under the provisions of the program.

The conditions governing the incentive payments may be summarized as follows:

1. Incentive payments apply to jobs that are insurable under the Unemployment Insurance Act, but employment by government at all levels and by government-owned business enterprises is excluded.

2. The employer must provide the worker with a significant amount of approved training on the job.

3. Where training on the job is inappropriate, the employer must undertake other approved training programs to assist the worker to continue in gainful employment.

4. The employer must have hired the worker during the period November 1, 1963 to January 31, 1964, and have employed the worker or his replacement for at least three months before the incentive becomes payable.

5. The worker must be 45 years of age or over and not in full-time employment at the time of hiring.

6. A worker must not be filling a job vacancy caused by the lay-off of another worker after September 1, 1963.

7. The worker must have been unemployed for at least six of the previous nine months and have exhausted regular unemployment insurance benefits.

8. The worker must have been registered for employment with the National Employment Service or have been in receipt of unemployment assistance or otherwise provide satisfactory evidence of attachment to the labour market during the previous nine months.

9. The worker must not be in receipt of retirement or pension benefits equivalent to, or higher than the universal old age pension.

10. The worker must be the only member of the family household for whom the incentive payment is made.

Full details of the Older Worker Employment and Training Incentive Program can be obtained from all local offices of the National Employment Service. A pamphlet describing the program has been published and is available from the National Employment Service or from the Department of Labour, Ottawa.

U.S. Equal Pay Act of 1963

Act signed by President Kennedy on June 10 is amendment to Fair Labor Standards Act of 1938, and adds to Act a new fair labour standard: workers doing equal work must get equal pay

On June 10, 1963, United States President Kennedy signed the Equal Pay Act of 1963. The new law, which is an amendment to the Fair Labor Standards Act of 1938, will be administered by the Wage and Hour and Public Contracts Divisions of the U.S. Department of Labor.

The purpose of the Act is stated as follows:

Sec. 2 (a) The Congress hereby finds that the existence in industries engaged in commerce or in the production of goods for commerce of wage differentials based on sex—

(1) depresses wages and living standards for employees necessary for their health and efficiency;
(2) prevents the maximum utilization of the available labor resources;
(3) tends to cause labor disputes, thereby burdening, affecting and obstructing commerce;
(4) burdens commerce and the free flow of goods in commerce;
(5) constitutes an unfair method of competition.

(b) It is hereby declared to be the policy of this Act, through exercise by Congress of its power to regulate commerce among the several States and with foreign nations, to correct the conditions above referred to in such industries.

A fair labor standard—The new legislation amends the Fair Labor Standards Act by prohibiting wage discrimination on the basis of sex.

The Fair Labor Standards Act provides that workers must be paid a decent minimum wage; that if employees must work long hours, they must be paid at an overtime rate; and that children may be employed only under rigid conditions which protect their health and safety. In effect, therefore, the new law adds to the Act an additional fair labor standard: that employees doing equal work should be paid equal wages, regardless of sex.

Coverage—The Equal Pay Act applies to every employer having employees who are subject to a minimum wage under the Fair Labor Standards Act and to every establishment where such employees are employed. It protects both men and women against payment of a lesser wage rate than is paid to members of the opposite sex for equal work. The Fair Labor Standards Act covers an estimated 27,500,000 employees.

The standard for equal pay—The Act requires every employer having employees subject to the Fair Labor Standards Act to pay equal wages within the establishment to men and women doing equal work on jobs requiring "equal skill, effort and responsibility, and which are performed under similar working conditions."

It does not prohibit payment of wages at lower rates to one sex than to the other where the differential is based on a seniority system, a merit system, a system which measures earnings by quantity or quality of production.

An employer may not reduce the wage rate of any employee to eliminate a prohibited wage differential based on sex; such a reduction is a violation of the Act.

A labor union may not cause or attempt to cause an employer to discriminate against an employee in violation of the Act.

Records—Employers are required to keep records on wages, hours and other items in accord with regulations issued by the Secretary of Labor.

Enforcement—Failure to pay equal wages for equal work results in cumulative back-wage liabilities. An employee may recover unpaid wages under the supervision of the Secretary of Labor or through court action brought by the Secretary or by the employee. It is a violation of the law for an employer to discharge or discriminate against an employee for filing a complaint or participating in proceedings under the Act.

Records required by the law must be available for inspection by representatives of the Wage and Hour and Public Contracts Divisions of the United States Department of Labor. Serious violation of the law may result in civil or criminal action.

An additional Assistant Administrator has been appointed to the Wage and Hour and Public Contracts Divisions, part of whose duties as head of the Office of Research and Legislative Analysis will be to prepare statistical data relevant to the Equal Pay Act.

Effective date—The Act provides a period of one year to allow time for adjustment to its provisions. Full compliance will be required from June 11, 1964. It allows, however, for the deferment of its application to employees covered by collective agreements in effect on May 11, 1963 until the termination date of the agreement, if not later than June 11, 1965.

Provisions in Collective Agreements in Canadian Manufacturing Industry

Department issues results of survey of collective agreements in establishments with more than 300 non-office employees

The Economics and Research Branch has just published a survey of a wide range of provisions in the collective agreements that regulate the wages, working conditions and other terms of employment in 361 establishments employing, at the time of the survey (January 1, 1962), a total of 274,660 non-office workers. The establishments selected were those with 300 or more non-office employees covered by a collective agreement.

The information is presented in 10 tables. Each of the first nine covers one broad subject; the tenth contains information on a variety of provisions that cannot be readily grouped under specific headings.

The survey showed that in 52 per cent of the establishments, with 53 per cent of the employees, seniority governed promotion when qualifications to perform the job were equal. In another 30 per cent of the establishments, with the same proportion of the employees, seniority was the deciding factor if qualifications for the job were sufficient, normal or average.

In layoffs, in 50 per cent of the establishments, with 55 per cent of the employees, the agreement stipulated that the senior employee would be retained if his qualifications for the job were sufficient, normal or average. In 34 per cent of the establishments, with 32 per cent of the employees, the senior employee was kept on if his qualifications were equal to those of employees with shorter service.

An examination of the union security provisions showed that a union shop was imposed in 19 per cent of the establishments with a like proportion of the employees. In 23 per cent of the establishments, with 22 per cent of the employees, a modified union shop prevailed (compulsory membership for new employees, with maintenance of membership for others).

In no less than 40 per cent of the establishments, with 45 per cent of the employees, there was no provision of any kind regarding union membership as a condition of employment.

There was no provision for preferential hiring of union members in 85 per cent of the establishments, with 87 per cent of the employees.

All but 14 per cent of the establishments, with 11 per cent of the workers, had some kind of provision regarding check-off of union dues, but the type of provision varied greatly. The most common were a voluntary irrevocable check-off with an escape clause (17 per cent of the establishments and 20 per cent of the workers), and compulsory check-off for employees hired after a certain date (18 per cent of the establishments and 20 per cent of the workers).

In the matter of working hours, eight hours constituted a day in 83 per cent of the establishments, with 87 per cent of the employees; and the 40-hour week prevailed in 79 per cent of the establishments, with 80 per cent of the workers.

Only two establishments worked 10 hours a day, and they employed fewer than a thousand workers. Only two establishments with fewer than three thousand employees operated on a six-day week.

A large proportion of the establishments—76 per cent of the total with 79 per cent of the employees—paid time and a half for overtime work in excess of daily hours, and 42 per cent of the establishments, with 44 per cent of the employees, paid that rate after standard weekly hours were exceeded.

More than half of the establishments, with a like proportion of the employees, had no provision for overtime rate after standard weekly hours.

Only 2 per cent of the establishments, with only 1 per cent of the employees, had no provision for premium pay for work on paid holidays; 94 per cent had no provision for premium pay for work on Saturday and 83 no provision for premium pay for work on Sunday. Time and a half in addition to holiday pay was provided for in 44 per cent of the establishments, with 41 per cent of the workers.

Regarding paid holidays, 71 per cent of the establishments had no provision concerning a paid holiday that fell on a Saturday, and 51 per cent had none for a holiday falling on a Sunday. Provisions regarding a holiday that fell on a scheduled

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This review is prepared by the Collective Bargaining Section, Labour-Management Division, of the Economics and Research Branch.

day off other than Saturday or Sunday were still less common, being found in only 19 per cent of the establishments.

On the other hand, 55 per cent of the establishments made provision for a paid holiday falling within the vacation period, the most common arrangement being an extra day's pay (in 35 per cent of the establishments with 38 per cent of the workers).

The collective agreements in 27 per cent of the establishments provided for 20 minutes of rest, in two periods, during a day, and in 20 per cent, for paid wash-up time. About half of the employees were entitled to paid leave when there was a death in the family.

Provision was made in 47 per cent of the establishments for four hours of work or pay for employees who report for work.

An annual guarantee of employment or earnings was found in fewer than 0.5 per cent of the establishments, and a weekly guarantee in only 5 per cent.

Special provisions for women workers were rare. Only 9 per cent of the establishments, employing 13 per cent of the employees in the survey, made specific reference to equal pay for equal work; only 13 per cent (10 per cent of the employees) provided for maternity leave, and only 1 per cent for special rest periods for women.

Ninety-one per cent of the establishments now make no provision for a cost-of-living bonus.

The review was prepared in the Labour-Management Division of the Economics and Research Branch under the direction of Dr. R. M. Adams. The study was undertaken by F. L. Quinet under the supervision of M. Spalding.

Statistics on Labour Organization in Canada

At the beginning of 1963, labour organizations active in Canada had a total membership of 1,449,200, an increase of almost 2 per cent over the previous year, it will be reported in *Labour Organizations in Canada, 1963*, now being printed. The publication, based on the Department's annual survey of labour unions, will be available from the Queen's Printer, Ottawa, at 35 cents a copy (catalogue No. L2-2/1962).

Of these organized workers, 1,079,900 or 75 per cent were represented by unions affiliated with the Canadian Labour Congress. A large proportion of these unions are also affiliated with the American Federation of Labor and Congress of Industrial Organizations in the United States.

More than 110,600 organized workers, about 8 per cent of the total, nearly all of them in Quebec, were represented by unions belonging to the Confederation of National Trade Unions.

The remainder were represented either by unions not affiliated with any central labour body, or by unions not affiliated with a central labour body in Canada but with the AFL-CIO in the United States.

Collective Bargaining Scene

Agreements covering 500 or more employees, excluding those in the construction industry

Part I—Agreements Expiring During September, October and November

(except those under negotiation in August)

Company and Location	Union
Assn. Patronale des Services Hospitaliers (5 hospitals), Drummondville & other centres, Que.	Service Empl. Federation (CNTU)
Bell Telephone, Que. & Ont.	Cdn. Telephone Empl. (Ind.) (clerical empl.)
Bell Telephone, Que. & Ont.	Cdn. Telephone Empl. (Ind.) (communications salesmen)
Bell Telephone, Que. & Ont.	Cdn. Telephone Empl. (Ind.) (craft & services empl.)
Bell Telephone, Que. & Ont.	Traffic Empl. (Ind.)
Cdn. Steel Foundries, Montreal, Que.	Steel & Foundry Wkrs. (Ind.)
Crane Limited, Montreal, Que.	Steelworkers (AFL-CIO/CLC)
Cyanamid of Canada, Welland, Ont.	Chemical Wkrs. (AFL-CIO/CLC)
Dominion Corset, Quebec, Que.	Empl. Assn. (Ind.)
Dominion Stores, Toronto & other centres, Ont.	Retail, Wholesale Empl. (AFL-CIO/CLC)
DuPont of Canada, Shawinigan, Que.	Cellulose Wkrs. Assn. (Ind.)
Food stores (various), Winnipeg & Transcona, Man.	Retail Clerks (AFL-CIO/CLC)
Hollinger Gold Mines, Timmins, Ont.	Steelworkers (AFL-CIO/CLC)
Kelly, Douglas & Co., Vancouver & other centres, B.C.	Empl. Assn. (Ind.)

Company and Location	Union
Maritime Tel. & Tel., company-wide	I.B.E.W. (AFL-CIO/CLC) (traffic empl.)
Page-Hersey Tubes, Welland, Ont.	U.E. (Ind.)
Quebec Natural Gas Montreal, Que.	Chemical Wkrs. (AFL-CIO/CLC)
Shawinigan Power, province-wide, Que.	Empl. Assn. (Ind.)
Smith & Stone, Georgetown, Ont.	Mine Wkrs. (Ind.)
Soo-Security Motorways, Ont., Man., Sask. & Alta.	Teamsters (Ind.)

Part II—Negotiations in Progress During August

Bargaining

Company and Location	Union
Bowater's Nfld. Pulp & Paper, Corner Brook, Nfld.	Papermakers (AFL-CIO/CLC), Pulp & Paper Mill Wkrs. (AFL-CIO/CLC) & others
CBC, company-wide	Public Service Empl. (ARTEC) (CLC)
Commission des Ecoles Catholiques, Montreal, Que.	Public Service Empl. Federation (CNTU) (maintenance empl.)
Consolidated Paper, Grand'Mere, Que.	Papermakers (AFL-CIO/CLC), Pulp & Paper Mill Wkrs. (AFL-CIO/CLC)
Consolidated Paper, Nicabau, Que.	Bush Wkrs., Farmers' Union (Ind.)
Consolidated Paper, Shawinigan, Que.	Papermakers (AFL-CIO/CLC), Pulp & Paper Mill Wkrs. (AFL-CIO/CLC)
Dominion Electrohome Industries, Kitchener, Ont.	Nat. Council of Cdn. Labour (Ind.)
Dominion Oilcloth & Linoleum, Montreal, Que.	CNTU-chartered local
Dominion Steel & Coal, Montreal, Que.	Steelworkers (AFL-CIO/CLC)
Dominion Steel & Coal, Trenton, N.S.	Steelworkers (AFL-CIO/CLC)
Dominion Stores, Montreal & vicinity, Que.	Retail Clerks (AFL-CIO/CLC)
Domtar Newsprint (Woodland Div.), Riviere Jacques Cartier, Que.	Pulp and Paper Wkrs. Federation (CNTU)
Domtar Pulp & Paper (Kraft & Boxboard Div.), Windsor, Que.	Pulp and Paper Wkrs. Federation (CNTU)
Dow Chemical, Sarnia, Ont.	Oil Wkrs. (AFL-CIO/CLC)
DuPont of Canada, Maitland, Ont.	Chemical Wkrs. (AFL-CIO/CLC)
Hotel Dieu St. Vallier, Chicoutimi, Que.	Service Empl. Federation (CNTU)
House of Seagram, Que., Ont. & B.C.	Distillery Wkrs. (AFL-CIO/CLC)
Manitoba Hydro	I.B.E.W. (AFL-CIO/CLC)
Manitoba Rolling Mill, Selkirk, Man.	Steelworkers (AFL-CIO/CLC)
Miner Rubber, Granby, Que.	Rubber Wkrs. (AFL-CIO/CLC)
McIntyre Porcupine Mines, Schumacher, Ont.	Steelworkers (AFL-CIO/CLC)
Molson's Brewery, Montreal, Que.	Empl. Assn. (Ind.)
New Brunswick Power Commission, province-wide	I.B.E.W. (AFL-CIO/CLC)
Quebec Cartier Mining, Port Cartier & Lac Jeannine, Que.	Steelworkers (AFL-CIO/CLC)
Shipbuilders (various), Vancouver & Victoria, B.C.	Various unions
T.C.A., company-wide	Air Line Flight Attendants (CLC)
T.C.A., company-wide	Sales Empl. (Ind.)
Wabasso Cotton, Grand'Mere, Shawinigan & Three Rivers, Que.	United Textile Wkrs. (AFL-CIO/CLC)
Winnipeg General Hospital, Winnipeg, Man.	Public Empl. (CLC)
Winnipeg Metro., Man.	Public Service Empl. (CLC)
Winnipeg Metro. (Transit Dept.), Man.	Street Railway Empl. (AFL-CIO/CLC)

Conciliation Officer

Ayers Limited, Lachute, Que.	United Textile Wkrs. (AFL-CIO/CLC)
Denison Mines, Elliot Lake, Ont.	Steelworkers (AFL-CIO/CLC)
Domil Limited, Sherbrooke, Que.	Textile Federation (CNTU)
Domtar Pulp & Paper (Newsprint Div.), Red Rock, Ont.	Papermakers (AFL-CIO/CLC), Pulp & Paper Mill Wkrs. (AFL-CIO/CLC) & others
Employing Printers' Assn., Montreal, Que.	Bookbinders (AFL-CIO/CLC)
Hamilton City, Ont.	Public Empl. (CLC) (office empl.)
Hospitals (13) Montreal and other centres, Que.	Service Empl. Federation (CNTU) (registered nurses)
K.V.P. Company, Espanola, Ont.	Carpenters (Lumber & Sawmill Wkrs.) (AFL-CIO/CLC)
Ontario Paper, Thorold, Ont.	Papermakers (AFL-CIO/CLC), Pulp & Paper Mill Wkrs. (AFL-CIO/CLC) & others

Company and Location	Union
Price Bros, Kenogami & Riverbend, Que.	Pulp & Paper Wkrs. Federation (CNTU)
E. S. & A. Robinson (Can.), Leaside, Ont.	Printing Pressmen (AFL-CIO/CLC)
Conciliation Board	
Assn. Patronale des Services Hospitaliers, Quebec, Que.	Service Empl. Federation (CNTU) (female empl.)
Assn. Patronale des Services Hospitaliers, Quebec, Que.	Service Empl. Federation (CNTU) (male empl.)
Belt Mfrs. Assn., Montreal, Ont.	Ladies' Garment Wkrs. (AFL-CIO/CLC)
CBC, company-wide	Broadcast Empl. (AFL-CIO/CLC)
Dominion Coal, Glace Bay, N.S.	Mine Wkrs. (Ind.)
Dominion Rubber (Rubber Div.), St. Jerome, Que.	Rubber Wkrs. (AFL-CIO/CLC)
Fittings Limited, Oshawa, Ont.	Steelworkers (AFL-CIO/CLC)
Goodyear Cotton, St. Hyacinthe, Que.	Textile Federation (CNTU)
Marathon Corp., Port Arthur, Ont.	Carpenters (Lumber & Sawmill Wkrs.) (AFL-CIO/CLC)
Old Sydney Collieries, Sydney Mines, N.S.	Mine Wkrs. (Ind.)
Quebec Hydro-Electric Comm., Montreal, Que.	Office Empl. Assn. (Ind.)
Shipping Federation of Canada, Halifax, N.S., Saint John, N.B., Montreal, Quebec & Three Rivers, Que.	I.L.A. (AFL-CIO/CLC)
Stanrock Uranium Mines, Elliot Lake, Ont.	Steelworkers (AFL-CIO/CLC)
Union composing rooms, Toronto, Ont.	Typographical Union (AFL-CIO/CLC)
Post-Conciliation Bargaining	
Council of Printing Industries, Toronto, Ont.	Typographical Union (AFL-CIO/CLC) (composing room empl.)
Dominion Rubber (Tire Div.), Kitchener, Ont.	Rubber Wkrs. (AFL-CIO/CLC)
Arbitration	
Ottawa Civic Hospital, Ottawa, Ont.	Public Empl. (CLC)
Work Stoppage	
Regent Knitting Mills, St. Jerome, Que.	Textile Wkrs. Union (AFL-CIO/CLC)

Part III—Settlements Reached During August 1963

(A summary of major terms on the basis of information immediately available. Figures on the number of employees covered are approximate.)

B.C. Shipping Federation and B.C. Wharf Operators' Assn., various ports, B.C.—Longshoremen and Warehousemen (CLC): two 3-yr. master agreements applying to 2,400 empl. previously covered by a series of agreements—settlement pay of $180 for present empl. on Shipping Federation payroll since July 31, 1962; minimum wage increases of 15¢ an hr. eff. Aug. 1, 1964, 15¢ an hr. eff. Feb. 1, 1965, 15¢ an hr. eff. Aug. 1, 1965 and 15¢ an hr. eff. Feb. 1, 1966 in lieu of settlement pay for empl. on Wharf Operators' payroll to achieve parity with Shipping Federation wage rates; general wage increases of 15¢ an hr. eff. Aug. 1, 1963, 10¢ an hr. eff. Feb. 1, 1964, 8¢ an hr. eff. Aug. 1, 1964 and 11¢ an hr. eff. Aug. 1, 1965; differentials for several skilled classifications to range from 15¢ to 30¢ an hr.; existing pension plans to be consolidated into one plan in 1968; employer contribution to pension plans to be 16¢ per union man-hr. under B.C. Wharf Operators' Assn. agreement, as previously established under Shipping Federation agreement, with wharf operators being given credit for past contributions to existing plans; uniformity and portability as to seniority, vacations, holiday pay and welfare between the two agreements; double time for work performed on paid holidays; single welfare plan to be established with employers and empl. each contributing 7¢ an hr.; reductions in gang sizes on mechanized operations for ship work; provision for three shifts—8 hrs. guaranteed at straight time on day shift, 7½ hrs. guaranteed at time and one half on second shift, 6½ hrs. guaranteed at double time on third shift; AUTOMATION PROTECTION PLAN ESTABLISHED—protection from layoff by reason of technological change and guaranteed employment of 1,820 hrs. a yr. or 35 hrs. a wk.; provisions for retraining and relocating empl. affected by technological change; supplementary pension of $300 a mo. to a maximum of $10,800 for empl. with at least 25 yrs. of service who may be retired at age 62 before 1969; supplementary pension totalling $7,200 at $100 a mo. for empl. with at least 25 yrs. of service who before 1969 retire voluntarily after age 62 or on normal retirement at age 65, or for empl. with at least 15 yrs. of service who retire at any age because of disability.

Canada Steamship Lines, Ont. & Que.—Railway Clerks (AFL-CIO/CLC): 1-yr. agreement covering 900 empl.—wage increase of 6¢ an hr. retroactive to April 16, 1963; night shift premium increased by 8¢ an hr.; employer contribution toward health and welfare plan increased to 35¢ a day (formerly 20¢).

Celgar, Rayonier Canada & B.C. Forest Products, Watson Island, Woodfibre and Crofton, B.C.—Cdn. Pulp & Paper Wkrs. (Ind.): 1-yr. agreement covering 1,100 empl.—wage increase of 4%; rate for labourer $2.18 an hr.

Consolidated Paper, Cap-de-la-Madeleine & Three Rivers, Que.—Papermakers (AFL-CIO/CLC) & Pulp & Paper Mill Wkrs. (AFL-CIO/CLC): 2-yr. agreement covering

980 empl.—no general wage changes; several classification adjustments; evening and night shift premiums to be increased to 8¢ and 11¢ respectively eff. May 1, 1964 (at present 7¢ and 10¢); company to pay difference between jury pay and employee's regular pay; weekly indemnity benefits of $56 to $77, payable up to 26 weeks, with employee contributing 30¢ per $10 at present and 20¢ eff. May 1, 1964; new group life insurance schedule providing for benefits ranging from $8,000 to $17,000, of which $2,000 is non-contributory and cost to employee of remainder is 30¢ per $1,000; pension for retiring empl. to be 2% of earnings for service up to June 30, 1961 and 1⅔% of earnings for service from July 1, 1961; vesting available after 15 yrs. participation in pension plan; rate for labourer $2.03 an hr.

Domtar Newsprint (Donnacona Paper), Donnacona, Que.—Pulp & Paper Wkrs. Federation (CNTU): 2-yr. agreement covering 670 empl.—wage increases of 3¢ an hr. retroactive to May 1, 1963 and 3¢ an hr. eff. May 1, 1964; additional classification adjustments; 4 wks. vacation after 20 yrs. of service (formerly after 25 yrs.); rate for labourer after May 1, 1964 will be $2 an hr.

Dominion Steel & Coal, (Cdn. Bridge), Walkerville, Ont.—Steelworkers (AFL-CIO/CLC): 3-yr. agreement covering 500 empl.—no wage changes; company to pay full cost of health and welfare plan eff. August 1, 1963; company to pay full cost of accidental death and dismemberment life insurance coverage for empl. eff. April 1, 1964; employer contribution to pensions increased by 3½¢ an hr. eff. Jan. 1, 1965; rate for labourer $1.73½ an hr.

Dress Mfrs. Guild, Toronto, Ont.—Ladies' Garment Wkrs. (AFL-CIO/CLC): 3-yr. agreement covering 900 empl.—average wage increase of 5% eff. Aug. 5, 1963; monthly pension increased to $60 (formerly $50); weekly indemnity increased to $25 (formerly $23) payable up to 20 wks.

Employing Printers' Assn., Montreal, Que.—Printing Pressmen (AFL-CIO/CLC): 2-yr. agreement covering 600 empl.—wage increases of 7½¢ to 15¢ an hr., depending on classification, retroactive to May 1, 1963 and similar increases eff. May 1, 1964; 3 wks. vacation after 8 yrs. of service (formerly after 10 yrs.) in first yr. of agreement and after 6 yrs. of service in second yr. of agreement; employer contribution to insurance plan increased to $1.50 a wk. (formerly $1); employer to contribute $3 a wk. toward contributory pension plan; guaranteed work week introduced.

Falconbridge Nickel, Falconbridge, Ont.—Mine, Mill & Smelter Wkrs. (Ind.): 3-yr. agreement covering 2,200 empl.—wage increases of 3% eff. June 15, 1963, 2½% eff. June 15, 1964 and 2½% eff. June 15, 1965; weekly sickness and accident benefit increased to $50 payable up to 32 wks. (formerly $40 payable up to 26 wks.); group life insurance increased to $5,000 for married empl. and $2,000 for single empl.; employer contribution to medical-surgical insurance increased to 60% of premiums (formerly 50%); employer contribution to group life insurance and weekly sickness and accident plans to be 50%; apprenticeship system established; rate for process labourer after June 15, 1965 will be $2.22½ an hr.

Gaspesia woods contractors, Chandler, Que.—Bush Wkrs., Farmers' Union (Ind.): 1-yr. agreement covering 500 empl.—general wage increase of approximately 5% eff. May 1, 1963; vacation pay to be 2½% of gross earnings if employee works 75 days; rate for labourer now $10 a day.

Hamilton City, Ont.—Public Service Empl. (CLC) (outside empl.): 2 yr. agreement covering 600 empl.—wage increases of 6½¢ an hr. retroactive to Feb. 7, 1963 and 6½¢ an hr. eff. Feb. 1964; evening and night shift premiums increased to 9¢ and 11¢ respectively (formerly 7¢ and 9¢); 3 wks. vacation after 12 yrs. of service (formerly after 15 yrs.); rate for labourer after Feb. 1964 will be $1.85 an hr.

Quebec North Shore Paper, Baie Comeau, Que.—Papermakers (AFL-CIO/CLC) & Pulp & Paper Mill Wkrs. (AFL-CIO/CLC): 2-yr. agreement covering 630 empl.—no general wage changes; several classification adjustments; evening and night shift premiums increased to 8¢ and 11¢ respectively eff. May 1, 1963 (formerly 7¢ and 10¢); 4 wks. vacation after 20 yrs. of service (formerly after 22 yrs.); employer to pay premium for Blue Cross eff. May 1, 1963; employer contribution toward weekly indemnity plan increased to $1.50 a mo. (formerly $1.25); pension for past service to be 1.6% of earnings from July 1, 1944 to Dec. 31, 1962 and 2% of earnings eff. Jan. 1, 1967; pension for current service to be 1.75% of earnings from Jan. 1, 1963 to June 30, 1964 and 2% of earnings from July 1, 1964; rate for labourer $2.06 an hr.

R.C.A. Victor, Montreal, Que.—Salaried Empl. Assn. (Ind.): 2-yr. agreement covering 650 empl.—wage increases of 2½% eff. Aug. 26, 1963 and 2% eff. Aug. 24, 1964; improvements to insurance plan.

Royal Alexandra Hospital, Edmonton, Alta.—Public Empl. (CLC): 2-yr. agreement covering 500 empl.—regrouping of classifications; various wage increases eff. Jan. 1, 1963, July 1, 1963 and Jan. 1, 1964; rates for house maid after Jan. 1, 1964 will be $155 to $206 a mo.

Toronto General Hospital, Toronto, Ont.—Building Service Empl. (AFL-CIO/CLC): 2-yr. agreement covering 900 empl.—settlement pay of $45 for empl. on hospital payroll Aug. 16, 1963, prorated from Jan. 1, 1963; wage increases of $9 a mo. retroactive to Jan. 1, 1963 and $9.50 a mo. eff. Jan. 1, 1964; additional classification adjustments; 3 wks. vacation after 10 yrs. of service eff. 1964 (at present after 12 yrs.); probationary period for new employees increased to 90 days (formerly 60 days); hospital to pay 50% of P.S.I. Blue Plan single rate; compulsory check-off for new employees hired on or after Aug. 16, 1963 with funds being held in trust by hospital for 3 mos., and voluntary check-off for present employees hired before Aug. 16, 1963; check-off revocable and refundable for new employees during fourth calendar month of employment or revocable in Dec. of any yr. for new employees who have completed 1 yr. of service and for present employees hired before Aug. 16, 1963; rate for cleaner after Jan. 1, 1964 will be $223 a mo.

Winnipeg City, Man.—Public Service Empl. (CLC): 2-yr. agreement covering 3,500 empl.—wage increases of 2% retroactive to April 1, 1963, 1% eff. Oct. 1, 1963 and 2% eff. April 1, 1964; night shift premium to be increased to 10¢ an hr. eff. Jan. 1, 1964 (at present 8¢); 3 wks. vacation after 9 yrs. of service (formerly after 10 yrs.) and 4 wks. after 25 yrs. of service (formerly in 25th yr. and after 30 yrs.); rate for labourer II after April 1, 1964 will be $1.85 an hr.

Certification and Other Proceedings before the Canada Labour Relations Board

The Canada Labour Relations Board met for two days during July. The Board issued six certificates designating bargaining agents, ordered one representation vote, rejected one application for certification, granted one application for revocation of certification and granted, in part, a request under Section 61(2) of the Act for review of an earlier decision. During the month the Board received five applications for certification and one request under Section 61 (2) of the Act for review of an earlier decision.

Applications for Certification Granted

1. International Union of Mine, Mill and Smelter Workers (Canada), Local 802, on behalf of a unit of employees of The Consolidated Mining and Smelting Co. of Canada, Limited, Pine Point, N.W.T. (L.G., July, p. 601).

2. National Association of Broadcast Employees and Technicians, on behalf of a unit of employees of V.T.R. Productions Limited, Toronto, Ont. (L.G., Aug., p. 693). The International Alliance of Theatrical Stage Employees and Moving Picture Machine Operators of the United States and Canada, Local No. 873, had intervened.

3. Canadian Brotherhood of Railway, Transport and General Workers, on behalf of a unit of maintenance department employees of B.C. Air Lines Limited, Vancouver, B.C. (L.G., Aug., p. 693).

4. International Longshoremen's Association, Local 1846, on behalf of a unit of freight handlers employed by J.C. Malone & Co. (1959) Limited, Trois Rivieres, Que. (L.G., Aug., p. 693).

5. International Longshoremen's Association, Local 1846, on behalf of a unit of freight handlers employed by the Three Rivers Shipping Company Limited, Trois Rivieres, Que. (L.G., Aug., p. 693).

6. District 50, United Mine Workers of America, Local 13946, on behalf of a unit of building cleaners and maintenance men employed by Central Mortgage and Housing Corporation at its St. George Gardens Project, Pointe-aux-Trembles, Que.

Representation Vote Ordered

Teamsters, Chauffeurs, Warehousemen & Helpers, Local Union 927 of the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, applicant, and Aero Caterers Limited, Halifax International Airport, respondent (L.G., Aug., p. 693) (Returning Officer: D.T. Cochrane).

Application for Certification Rejected

National Association of Broadcast Employees and Technicians, applicant, the Bushnell T.V. Co. Limited, Ottawa, Ont., respondent, and Walter S.T. Avery, *et al.*, interveners (L.G., Aug., p. 692). The application was rejected for the reason that it was not supported by a majority of the employees in the representation vote conducted by the Board.

Application for Revocation Granted

The Board granted an application for revocation of certification affecting Radio Roberval Inc., Roberval, Que., applicant, and the Syndicate of Employees of Station CHRL, respondent (L.G., July, p. 601). The certified bargaining agent, the Syndicate of Employees of Station CHRL, did not contest the application.

Request for Review Granted

International Alliance of Theatrical Stage Employees and Moving Picture Machine Operators of the United States and Canada, Motion Picture Studio Production Technicians, Local 873, applicant, Baton Broadcasting Limited (formerly Baton Aldred Rogers Broadcasting Limited), Agincourt, Ont., respondent (CFTO-TV), and National Association of Broadcast Employees and Technicians, intervener (L.G., Aug., p. 694).

The applicant desired to add to the certified bargaining unit the classification of rear screen projectionist, and to have the name of the respondent changed from Baton Aldred Rogers Broadcasting Limited to its present form, Baton Broadcasting Limited. The Board granted the request in respect of the change of the name of the respondent, but denied the request in respect of the inclusion of the classification of rear screen projectionist in the bargaining unit, for the reason that the Board was not satisfied that there was a job of this kind that should be separately classified.

This section covers proceedings under the Industrial Relations and Disputes Investigation Act, involving the administrative services of the Ministry of Labour, the Canada Labour Relations Board, and the Industrial Relations Branch of the Department.

Applications for Certification Received

1. Beaverlodge District Mine, Mill and Smelter Workers Union, Local 913, International Union of Mine, Mill and Smelter Workers (Canada), on behalf of a unit of employees of Bachmeier Diamond & Percussion Drilling Company Ltd., Eldorado, Sask. (Investigating Officer: W. E. Sproule).

2. United Steelworkers of America, Local 6254, on behalf of a unit of employees of Wabush Mines—Pickands Mather & Co., Managing Agent, and The Arnaud Railway, Pointe Noire, Que. (Investigating Officer: R. L. Fournier).

3. United Steelworkers of America, Local 6285, on behalf of a unit of employees of Wabush Mines—Pickands Mather & Co., Managing Agent, and Wabush Lake Railway Company Limited, Wabush Lake, Nfld. (Investigating Officer: R. L. Fournier).

4. International Brotherhood of Electrical Workers, Local Union 2085, on behalf of a unit of employees of the Federal Electric Corporation (Dew Line) (Investigating Officer: J. S. Gunn).

5. International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers, Local 938, General Truck Drivers and Transport Drivers, Warehousemen and Helpers' Union, Local 106, of the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, on behalf of a unit of employees of Asbestos-Eastern Transport Inc., Asbestos, Que (Investigating Officer: R. L. Fournier).

Request for Review Received

Request for review of the certificate issued by the Board on November 3, 1961, affecting the National Association of Broadcast Employees and Technicians, applicant, and the Canadian Marconi Company Limited (CFCF-TV), Montreal, Que., respondent (L.G., Jan. 1962, p. 50).

Scope and Administration of Industrial Relations and Disputes Investigation Act

Conciliation service under the Industrial Relations and Disputes Investigation Act are provided by the Minister of Labour through the Industrial Relations Branch. The branch also acts as the administrative arm of the Canada Labour Relations Board in matters under the Act involving the board.

The Industrial Relations and Disputes Investigation Act came into force on September 1, 1948. It revoked the Wartime Labour Relations Regulations, P.C. 1003, which became effective in March, 1944, and repealed the Industrial Disputes Investigation Act, which had been in force from 1907 until superseded by the Wartime Regulations in 1944. Decisions, orders and certificates given under the Wartime Regulations by the Minister of Labour and the Wartime Labour Relations Board are continued in force and effect by the Act.

The Act applies to industries within federal jurisdiction, i.e., navigation, shipping, interprovincial railways, canals, telegraphs, interprovincial and international steamship lines and ferries, aerodromes and air transportation, radio broadcasting stations and works declared by Parliament to be for the general advantage of Canada or two or more of its provinces. Additionally, the Act provides that provincial authorities, if they so desire, may enact similar legislation for application to industries within provincial jurisdiction and make mutually satisfactory arrangements with the federal Government for the administration of such legislation.

The Minister of Labour is charged with the administration of the Act and is directly responsible for the appointment of conciliation officers, conciliation boards, and Industrial Inquiry Commissions concerning complaints that the Act has been violated or that a party has failed to bargain collectively, and for application for consent to prosecute.

The Canada Labour Relations Board is established under the Act as successor to the Wartime Labour Relations Board to administer provisions concerning the certification of bargaining agents; the writing of provisions—for incorporation into collective agreements—that fix a procedure for the final settlement of disputes concerning the meaning or violation of such agreements; and the investigation of complaints referred to it by the minister that a party has failed to bargain collectively and to make every reasonable effort to conclude a collective agreement.

Copies of the Industrial Relations and Disputes Investigation Act, the Regulations made under the Act, and the Rules of Procedure of the Canada Labour Relations Board are available upon request to the eDpartment of Labour, Ottawa.

Proceedings under the Industrial Relations and Disputes Investigation Act are reported here under two headings: (1) Certification and other Proceedings before the Canada Labour Relations Board and (2) Conciliation and other Proceedings before the Minister of Labour.

Industrial Relations Officers of the Department of Labour are stationed at Vancouver, Winnipeg, Toronto, Ottawa, Montreal, Fredericton, Halifax and St. John's, Newfoundland. The territory of four officers resident in Vancouver comprises British Columbia, Alberta and the Yukon and Northwest Territories; two officers stationed in Winnipeg cover the province of Saskatchewan and Manitoba and Northwestern Ontario; four officers resident in Toronto confine their activities to Ontario; five officers in Montreal are assigned to the province of Quebec, and a total of three officers resident in Fredericton, Halifax and St. John's represent the Department in the Maritime Provinces and Newfoundland. The headquarters of the Industrial Relations Branch and the Director of Industrial Relations and staff are situated in Ottawa.

Conciliation and Other Proceedings before the Minister of Labour

Conciliation Officers Appointed

During July, the Minister of Labour appointed conciliation officers to deal with the following disputes:

1. Trans-Canada Air Lines, Montreal, and Lodges 714 and 1751 of the International Association of Machinists (Conciliation Officer: C. E. Poirier).

2. Canadian National Steamship Company Limited, Vancouver, and Seafarers' International Union of Canada (Conciliation Officer: D. S. Tysoe).

3. Atomic Energy of Canada Limited, Chalk River, Ont., and Office Employees' International Union, Local 404 (Conciliation Officer: T B. McRae).

4. Compagnie Nationale Air France, Montreal, and International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (Conciliation Officer: C. E. Poirier).

Settlements by Conciliation Officers

1. Maple Leaf Mills Limited, Calgary, and Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees (Conciliation Officer: D. S. Tysoe) (L. G., Aug., p. 694).

2. Canadian Pacific Railway Company Great Lakes Steamships Service, Port McNicoll, Ont., and Canadian Maritime Union (CLC) (Conciliation Officer: T. B. McRae) (L. G., June, p. 505).

3. Eastern Transport Limited, Truro, N.S., and Canadian Brotherhood of Railway, Transport and General Workers (Conciliation Officer: H. R. Pettigrove) (L. G., April, p. 310).

Conciliation Boards Appointed

1. Canadian Broadcasting Corporation and National Association of Broadcast Employees and Technicians (L. G., July, p. 602).

2. The Shipping Federation of Canada, Inc., and International Longshoremen's Association (Locals 375, 1657, 1552, Montreal; Local 1846, Three Rivers; and Locals 1605, 1739, Quebec) (L. G., April, p. 310).

3. Stanrock Uranium Mines Limited, Elliot Lake, Ont., and District No. 6 of the United Steelworkers of America (L. G., April, p. 310).

Conciliation Board Report Received

Canadian Transit Company, Windsor, Ont., and Local 880 of the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America (L. G., June, p. 505). The text of the report is reproduced below.

Settlement before Conciliation Board Met

Canadian National Hotels, Limited (Charlottetown Hotel, Charlottetown, P.E.I.), and Canadian Brotherhood of Railway, Transport and General Workers (L.G., July, p. 603).

Board Reports of Settlement Received

1. Eastern Canada Stevedoring Co. Ltd., Cullen Stevedoring Co. Ltd., Pittston Stevedoring Corporation of Canada Limited, Brown and Ryan Limited and Local 1842 of the International Longshoremen's Association, Toronto (L.G., May, p. 396). The text of the report is reproduced below.

2. Hamilton Shipping Co. Ltd., Yorkwood Shipping and Trading Co. Ltd., Eastern Canada Stevedoring Co. Ltd., Cullen Stevedoring Co. Ltd., Pittston Stevedoring Corporation of Canada Limited, Brown and Ryan Limited and Local 1654 of the International Longshoremen's Association, Hamilton (L.G., May, p. 397). The text of the report is reproduced below.

Settlement after Board Procedure

Canadian Transit Company, Windsor, Ont., and Local 880 of the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America (see above).

Report of Board in Dispute between

Canadian Transit Company

and

International Brotherhood of Teamsters

The Board of Conciliation and Investigation appointed to deal with the matters in dispute between the parties met on April 29 last at the City of Windsor.

The company, incorporated by an act of the Government of Canada, shares with a United States Corporation the ownership, management and control of the Ambassador bridge, a high-level suspension bridge extending from Detroit, Mich., to Windsor, Ont.

The union is the certified bargaining agent (being certified in the year 1956) for a group of the company's employees described as general maintenance employees, janitors, and traffic department employees. A collective bargaining agreement was negotiated between the parties after certification, a renewal thereof being negotiated in 1959, which provided for expiration on 31 July, 1962.

Negotiations for the renewal of the 1959 agreement were commenced prior to its expiry date, but to date the parties have been unable to resolve their differences. On or about November 5, 1962, the union applied for conciliation services, and F. J. Ainsborough was instructed to assist the parties pursuant to Section 16(b) of the Act. Meetings were held with the conciliation officer on January 8 and 9, and February 20, of this year, at which some 17 points in dispute between the parties were discussed. Unfortunately, even with the assistance of Mr. Ainsborough, these matters in issue could not be resolved.

It is to be noted that the company's operations are primarily directed to that part of the bridge lying within the territorial limits of the Dominion of Canada. It is true, however, that on occasion, employees of the company are required to work on that part of the bridge lying within the territorial limits of the United States of America. When so doing, the employees of this company are paid the same rates as are paid to employees in similar categories in the United States.

The operations at the bridge are conducted on a year-round, 24-hour basis, the employees being assigned to shifts. The over-all work load varies from time to time, occasioned by the additional requirements of sanding and snow removal in winter, traffic increase, grass cutting, and maintenance of grounds in summer. The company suggests in its brief that in general, its employees in all three classifications (as mentioned above) should be classified as unskilled labour, the first two classifications performing work of a housekeeping and caretaking nature, the sole responsibility of the third classification being to direct traffic.

It would appear from the presentations however, that in one classification at least, general maintenance employees, some measure of skill and experience would be required to adequately fulfill the duties assigned. It is not disputed, however, that work requiring highly skilled tradesmen is performed by independent contractors. It should also be noted that by reason of the nature of the operations of the company, the work force is stable and not subject to periodic layoff.

At the opening of this hearing, Mr. Foley, representing the union, announced that there were still 10 matters in dispute between the parties, which were as follows:

1. Wages
2. Retroactivity
3. Specified Holidays or Statutory Holidays
4. Vacations with Pay
5. Pensions
6. Climbing or High Time
7. Overtime
8. Uniforms
9. Temporary Employees
10. Job Posting.

Mr. Foley outlined in a thorough and helpful manner, the union's position on these various points. The company, through Mr. Whiteside, presented a comprehensive brief detailing the history of company and union relations and negotiations, and setting forth the company's proposals.

During July, the Minister of Labour received the Report of the Board of Conciliation and Investigation established to deal with a dispute between the Canadian Transit Company, Windsor, Ont., and Local 880 of the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America.

The Board was under the chairmanship of His Honour Judge P. S. MacKenzie of Walkerton, Ont. He was appointed by the Minister on the joint recommendation of the other two members, F. S. Arbour and Henry Kobryn, both of Windsor, nominees of the company and union, respectively. The Report is reproduced here.

Negotiations commenced and were continued at length, independent discussions being held with the representatives of the parties. As these discussions proceeded, it became obvious that the chief obstacles to be overcome were the matters of wages and retroactivity. It appeared probable that, if agreement could be reached on these items, no serious difficulty would be encountered in settling the other outstanding matters.

The Issues

Wages: The Company, in its brief, proposed a wage increase for all three classifications of employees of 10 cents on the signing of a collective agreement, 8 cents additional effective October 1, 1963, and 5 cents additional effective October 1, 1964. The Union submits that the wage rate of the employees working on the Canadian side of the bridge should be at parity with those paid to employees in similar classifications on the American side. It is to be noted that the United States company and its accredited union reached a settlement of their differences in the month of Ocober 1962.

A comparison of the hourly rates paid and proposed for the various classifications may be of assistance:

COMPANY'S PROPOSAL	Current	1st Year	2nd Year	3rd Year
Maintenance Men	2.29	2.39	2.47	2.52
Janitors	2.19	2.29	2.37	2.42
Traffic Guards	2.19	2.29	2.37	2.42

AMERICAN RATES AS NEGOTIATED IN OCTOBER 1962

	Prior to October 1962	Current	2nd Year	3rd Year
Maintenance Men	2.49	2.59	2.67	2.72
Janitors	2.27	[2.39]	2.47	2.52
Traffic Guards	2.32	2.42	2.50	2.55

It will be noted that, as between the hourly rates paid by the American company and that offered by the Canadian company, there is a differential throughout of 20 cents an hour for maintenance men, 10 cents for janitors, and 13 cents for traffic guards. It is also to be observed that the Canadian company is offering the same increase across the board as formed the basis of the settlement of the American dispute—that is, 10 cents an hour additional in the first year, 8 cents in the second year, and 5 cents in the third year.

The whole point at issue, as far as wages are concerned, is the union contention that the differential set forth above should be eliminated. It was first suggested that this differential should be adjusted on the signing of a new agreement. During negotiations, the union intimated that it would consider a straight increase of 18 cents an hour as of May 1, 1963, and an additional 5 cents an hour on October 1, 1963, and that the differential should be eliminated by semi-annual adjustments.

Mr. Whiteside, however, after long discussion, informed the Board that the company proposal outlined above was its final offer, and his instructions did not permit him to negotiate beyond that proposal. This not being satisfactory to the union, any further attempt by the Board to negotiate the scale of wages failed, and at this stage, the hearing is closed.

It should be noted that the company brief contained a very helpful review of the general rates of pay prevailing in the Windsor area for comparable employment. A perusal of that review shows that, without exception, acceptance of the Company proposal as to rate increases would result in the employees being in a better financial position than any other employees required to fulfill in any way similar duties in the City of Windsor.

Indeed, in many instances, the hourly rate now proposed equals or exceeds that paid to highly skilled employees in several industries in Windsor. There is one exception according to the evidence, and that is the employees of the company operating the tunnel from Windsor to Detroit. These employees are paid an hourly rate in excess of that received by this Company's employees, and it is said that the Canadian employees of the tunnel company receive the same rate as their American counterparts. However, it was intimated in the presentations that this situation is the result of certain special circumstances arising out of the history of company-union negotiations in that operation.

Retroactivity: As stated above, the collective agreement between the parties, dated 17 August 1959, expired on the 31st day of July 1962. Although negotiations were conducted by the parties hereto from August to November, 1962, they were influenced by the fact that the American company and its accredited union were also negotiating for a new agreement. Their negotiations having proved abortive, strike action was

taken, and the strike lasted some seven weeks, settlement not being finally effected until the month of October.

In view of all the circumstances, this undoubtedly had an effect on the Canadian negotiations and resulted in considerable delay. At various times during preliminary negotiations, and before the conciliation officer, the matter was discussed, and at one point the company offered a $50.00 payment in lieu of retroactivity. In its brief submitted to this Board, however, the company withdrew its offer, and submitted that the Union's request for retroactivity was wholly unjustified, in that any loss suffered by the working force was the result of the obdurate position adopted by the bargaining committee of the union. The union submitted that any settlement of the wage rate should be retroactive to the anniversary date of the agreement, that is, August 1, 1962.

Statutory Holidays: The Company's suggestion was that the following statutory holidays should be observed:

New Year's Day
Easter Day
Decoration Day (U.S.A.)
July 4th (U.S.A.)
Labour Day
Thanksgiving Day (U.S.A.)
Christmas Day

The union's suggestion was:

New Year's Day
Good Friday
Victoria Day
July 1st
Civic Holiday
Labour Day
Thanksgiving Day (Canada)
Christmas Day

It is to be noted that the Union is asking for an additional statutory holiday, and that all statutory holidays observed should be those normally observed in Canada.

Vacations with Pay: The agreement of 17 August 1959 provides:

"Employees covered by this agreement who have completed one year of continuous employment shall receive two weeks vacation with pay. Employees who have completed 15 years of continuous employment shall receive three weeks vacation with pay. Employees who have completed 20 years of continuous employment shall receive four weeks vacation with pay."

It is to be noted that the normal work week for each employee consists of 40 hours, with two consecutive days off.

THE COMPANY PROPOSAL

After one year's continuous service—40 hours vacation with pay.

After two years—80 hours vacation with pay.

After 12 years—120 hours vacation with pay.

After 18 years—160 hours vacation with pay.

THE UNION PROPOSAL

After one year's continuous service—two weeks vacation with pay.

After 10 years continuous service—three weeks vacation with pay.

After 15 years continuous service—four weeks vacation with pay.

Pensions: The company made certain proposals in its brief concerning pension, health and welfare benefits as a whole, which were in the main acceptable to the Union. They were:

1. An increase in sickness and accident benefits of $10.00 weekly.
2. An increase in Company pension contribution as follows:
   From 1 October 1963 to 31 December 1964—75¢ weekly.
   From 1 January 1965 to 30 June 1965—$1.00 weekly.
   From 1 July 1965 to 30 September 1965—$1.50 weekly.
3. A $1,000.00 increase in group life insurance coverage, effective 1 October 1963.

The only real point of divergence under this head was the commencement date of the above increases, the union contending they should commence, so far as Subparagraphs 1 and 3 above are concerned, on 1 August 1963, and that the increases in company pension contributions, Paragraph 2, should read as follows:

From August 1, 1963 to July 30, 1964, at 75¢ weekly.
From August 1, 1964 to July 30, 1965, at $1.00 weekly.
From August 1, 1965 forward, at $1.50 weekly.

Climbing or High Time: On this point, there was little disagreement. The company proposed that an additional $1.25 an hour should be paid maintenance employees when engaged in climbing work. This was acceptable to the union. However, as it appeared that the occasions on which climbwork is required of the maintenance men are steadily decreasing, this issue seems of minor importance.

Overtime: The company contended that the overtime clause in the collective agreement should be eliminated—its brief reads as follows:

"It is submitted that the elimination of the overtime clause contained in the collective agreement was agreed upon by the parties in 1956, as part of a scheme to reduce hours of work without diminution of take-home pay. In any event, it is unreasonable to impose upon the employer the burden of paying premium rates, based upon an extremely high salary level, for ordinary work to be performed by its employees, when the employer has no opportunity to recover the additional costs, as is done in a manufacturing business."

The union originally submitted that the Company should schedule 50 to 75 hours of overtime during each year for each em-

ployee on the regular seniority list. Later, however, it was stated that the union had no objection to dropping this overtime clause.

Uniforms: It was apparent in the discussions that the parties would have no difficulty in arriving at a satisfactory solution of this problem.

Temporary Employees: There appears to be no serious obstacle to the parties' reaching agreement on this issue. The union states it is not interested in week-end temporary help, but is of the opinion that Article IV of the expired agreement should be re-drafted to more clearly define the status of temporary employees. It suggests that from May 15 to September 15, and on the Good Friday weekend in each year, temporary employees could be hired, but for the balance of the year, any employees taken on for temporary work should be engaged as probationary employees. The company is of the opinion that no serious problem arises here. It does, however, draw attention to the fact that a person may be adequate as a temporary employee and yet not qualify for the permanent staff.

Job Posting: The union objects to Article XXVI of the expired agreement, entitled "Job Posting and Bidding," which reads in part as follows:

". . . Where such new jobs are created or such vacancies occur, the following factors shall be considered in selecting the employee to fill such jobs or vacancies:

(a) Knowledge, efficiency and ability to perform the work.

(b) Physical fitness.

(c) Length of continuous service.

When factors (a) and (b) are relatively equal in the judgment of the Company, which shall not be excused in an arbitrary or discriminatory manner, factor (c) shall govern."

The union suggests that "length of continuous service" should be the over-riding requirement in any job posting and that Paragraphs (a) and (b) above should receive secondary consideration.

The company points out that this clause is standard and permits the company to exercise its judgment in conformity with its right and duty to direct the working force and obtain the most competent and efficient replacements for staff vacancies or new positions.

Recommendations

The Act provides that the Board shall report its findings and recommendations to the Minister. Our findings as to the issues and the position taken by the parties are set out above. As previously intimated, it is the opinion of the Board that if a settlement could be reached between the parties on the wage scale, all the other matters in issue could be readily solved. The recommendations of the Board are as follows:

1. *Wages:* The Board is of the opinion that the matter of employee benefits must be looked at as a whole, that is, the total cost package to the Company. In considering the hourly rate to be paid, all the fringe benefits must be looked at as well. There is no evidence before the Board as to what fringe benefits are paid to the employees of the American company, and to compare the hourly wage scale alone discloses only one side of the over-all picture.

Further, these employees are Canadians living in Canada, and if comparisons are to be useful, they must be comparisons with labour-management situations within the same area, conditioned and governed by the same general over-riding regulations, principles, responsibilities and privileges. The Board therefore cannot accept the contention of the union that its wage scale should be at parity with employees of the American company in similar classifications.

After a careful review of all the submissions as to rates paid in somewhat similar employment in the City of Windsor, and of the peculiar conditions existing in the operation of the bridge, the Board recommends that the offer of the company set forth in detail above be accepted.

The company in its brief suggested the establishment of a new classification, to be denominated "caretakers," which would be an intermediate group between the maintenance and janitor groups. In view of what will be said later in connection with climbing rates, the Board is not convinced that such further classification is necessary and does not recommend it.

2. *Retroactivity:* The Board recommends that in the event of a final settlement, the terms thereof should be retroactive to the 1st day of October 1962.

3. *Statutory Holidays:* The Board favours and recommends the union suggestion as to statutory holidays. As has been pointed out above, these employees are Canadian and should be entitled to the same statutory holidays as other Canadians. In addition, it seems reasonable that the list should be increased by the addition of Civic Holiday, as this day is now generally observed throughout the province.

4. *Vacations with Pay:* The Board recommends as follows—Employees who have completed one year's continuous employment should receive two weeks vacation with pay, those who have completed 12 years should receive three weeks vacation

with pay, and those who have completed 18 years should receive four weeks vacation with pay.

5. *Pensions:* The Board recommends that the company proposal on pension, health and welfare benefits, as outlined above, should be accepted.

6. *Climbing or High Time:* The Board recommends the acceptance of the Company proposal of an additional $1.25 per hour for maintenance men when engaged in climbing work if such work is to be continued. However, in view of the evidence before the Board, it is recommended that maintenance men be no longer required to climb.

7. *Overtime:* In view of the representations of both parties, the Board recommends that any clause dealing with overtime be deleted from any new agreement.

8. *Uniforms:* This is a minor matter, easily adjusted between the parties, and the Board makes no recommendation.

9. *Temporary Employees:* As has been intimated above, there appears to be no serious obstacle to the parties' reaching an agreement on this issue. It is obvious that employees must be hired on a temporary basis at certain peak periods of the year and this is acknowledged by the union. The Board recommends that the company give consideration to the union submission that any person who is consistently engaged on a temporary basis, from time to time, should be hired on a probationary basis as contemplated by Article IV, Section 1, of the expired agreement.

10. *Job Posting:* The Board finds it difficult to follow the union reasoning on this issue. The clause dealing with this matter in the prior agreement is a standard one, appearing with slight variations in many collective agreements. To provide that seniority should be the determining factor over-riding all other considerations, would appear to completely handicap the Company in the exercise of its function to direct the working force.

The Board therefore recommends that the provisions as to job posting as contained in the agreement which expired on 31 July 1962, be retained. If the parties are of the opinion that any ambiguity arises by reason of the phraseology used in that article, any uncertainty as to the meaning thereof can be removed by negotiation.

All of which is respectfully submitted.

Dated at Walkerton, Ont., this 27th day of May, 1963.

(*Sgd.*) P. S. MacKenzie,
Chairman

(*Sgd.*) F. S. Arbour,
Member

(*Sgd.*) Henry Kobryn,
Member.

Report of Board in Dispute between

Eastern Canada Stevedoring Company Limited, Cullen Stevedoring Company Limited, Pittston Stevedoring Corporation of Canada Limited, Brown and Ryan, Limited, Economic Stevedoring Corporation of Montreal, Limited

and

International Longshoremen's Association

The Board of Conciliation and Investigation appointed under the Industrial Relations and Disputes Investigation Act to deal with the dispute between the parties hereto met in Toronto on April 15 and 16, and on June 10 and 20, last.

During the negotiations, extensive and comprehensive oral agreements were advanced by the Union and the Companies, and considerable documentary evidence adduced. Two main areas of conflict developed between the parties. Most of the effort of the Board and counsel was directed to the attempt to find a mutually satisfactory solution to the problems raised by the divergent views with regard to the conduct of operations in these fields of the industry.

During July, the Minister of Labour received the unanimous Report of the Board of Conciliation and Investigation established to deal with a dispute between Eastern Canada Stevedoring Co. Ltd., Cullen Stevedoring Co. Ltd., Pittston Stevedoring Corporation of Canada Limited, Brown and Ryan Limited and Economic Stevedoring Corporation of Montreal Limited, and Local 1842 of the International Longshoremen's Association, Toronto.

The Board was under the chairmanship of His Honour Judge P. S. MacKenzie, Walkerton, Ont. He was appointed by the Minister in the absence of a joint recommendation from the other two members, W. J. Whittaker, Q.C., Toronto, and A. Andras, Ottawa, nominees of the companies and union, respectively. The Report is reproduced here.

The members of the Board are pleased to report that, during conciliation, the parties were able to reach an acceptable basis of settlement of these differences, and as a result, all other matters in dispute were satisfactorily concluded.

An agreement was arrived at, which the bargaining committee and the Companies signed, and in which each recommended to their respective principals that all outstanding issues be settled on the basis of the memorandum.

The memorandum of agreement is included herewith and forms part of this Report.

The Board of Conciliation unanimously recommends that all issues be settled on the terms of the said memorandum.

All of which is respectfully submitted.

(*Sgd.*) P. S. MacKenzie,
Chairman

(*Sgd.*) J. Whittaker,
Member

(*Sgd.*) A. Andras,
Member.

Dated at Walkerton, Ont., this 12th day of July, 1963.

Memorandum of Settlement—Toronto

The parties hereto hereby agree to recommend the following to their respective principals as a settlement of all matters in dispute.

1. Changes in Renewal of Agreement.

That the collective bargaining agreement between them dated August 19, 1961, be renewed for a period to expire December 31, 1964, subject only to the following changes:

(a) Article III to be deleted and the following substituted therefor:

ARTICLE III—RELATIONSHIP

3.01. At the opening of each operating season, or at the request of the Union or the Companies at anytime during the course of an operating season, the Companies as a group shall discuss with the Union the number of gangs (herein referred to as regular gangs) expected to be necessary to handle the normal operations during the season. When the total number of regular gangs has been agreed upon, the Companies will decide the number of regular gangs to be assigned to each Company (hereinafter referred to as parent gangs), and each Company shall notify the Union as to the number of gangs assigned to it and the name of the person from among the Union membership chosen by the Company to be foreman of each such gang.

3.02. Each Company agrees that every foreman named by it shall be a member of the Union.

3.03. Foremen shall be paid 20 cents an hour in excess of the established wage scale rates for longshoremen.

3.04. Each foreman of a regular or irregular gang shall select the normal complement of his gang, including winchmen and hatchtenders, from among the Union membership, and shall at all times be responsible for his gang and have the men available for work when called. Men will follow their gangs at all times.

3.05. Each Company shall inform the Union according to the provisions of this agreement as to the parent or other regular gang or gangs required by it from time to time at any call period, and in so doing, shall name the gangs required and the pier to which each gang is to report, and the Union shall despatch the gangs according to the information and instruction thus given to it by each Company as aforesaid.

3.06. If all available Regular Gangs are working and a Company needs an additional gang or gangs, it shall inform the Union according to the provisions of this agreement, and the Union shall despatch such additional gang or gangs, herein called irregular Gangs, in accordance with the Company's request, and the Company shall have the right to name the foreman of each such gang. If such gang or gangs are not supplied by the Union, then the company concerned shall have the right to obtain such gangs directly.

3.07. When at anytime, gangs are short of the number of men required, the foreman of such gangs shall select additional men from among Union members of gangs not working. If no Union members are available, then the gang will be brought to full strength with Non-Union men.

3.08. In the event that a foreman is discharged, quits or is not available for work, then the Company who named him foreman shall name a new foreman in his place, who, on becoming a foreman and so long as he acts as foreman for that particular gang, shall have the right of selection set forth in Clauses 3.04 and 3.07.

3.09. It is understood and agreed that where Non-Union employees are engaged by any Company, such Non-Union employees will be put to work on those operations where it is expected that the least number of man-hours of work are involved. Regular gangs shall not be laid off by a Company so long as that Company is employing either irregular or Non-Union gangs, and Union men employed on irregular or Non-Union gangs shall, if laid off, revert to their regular gangs (if working) after their regular gang has completed two hours work.

3.10. (a) For the purpose of this Article:

(i) Earnings of gangs shall be measured as heretofore by reference to the earnings of their foremen and shall not have reference to the aggregate earnings of the individual members of the gang.

(ii) "Relatively equal earnings" shall mean that the differential between the lowest and the highest earnings of the regular gangs in the Port of Toronto shall not exceed two hundred and fifty dollars ($250.00).

(b) The Companies agree with the Union that it shall be the object of the Companies as a group to so apportion work among all the regular gangs in the Port of Toronto, that all such gangs shall achieve relatively equal earnings as of November 1 in each operating season. For this purpose, the following machinery and procedures shall be established and followed:

There shall be established a joint committee of four, two to be appointed by the Union and two by the Great Lakes Deep Sea Committee, to be known as the Earnings

Equalization Committee. Each Company shall supply each member of the Committee with a list of the earnings of each regular gang employed by it in the preceding week. The Earnings Equalization Committee shall meet whenever, prior to November 1 in an operating year, the earnings of a regular gang or gangs are more than two hundred and fifty dollars ($250.00) below the earnings of any other regular gang in the Port of Toronto. Whenever such occurs, the Committee shall forthwith notify each Company of that fact and, in the event that the earnings are not made relatively equal within one week thereafter, the Committee shall direct the Companies as a group to give such low-earning gang or gangs the right of first assignment to any job or jobs available from any one of the Companies, until they achieve relatively equal earnings, and the Companies shall carry out such direction and, if necessary, parent gangs will be displaced for this purpose.

(b) (No. 1 cont'd) Clause 5.09 to be deleted and the following substituted therefor:

5.10. During the lifetime of this agreement, each of the Companies shall pay to the Trustees of the ILA Locals 1842-1869 Health and Welfare Trust Fund, the sum of 8 cents per man-hour worked by their respective employees in the bargaining unit, the said sums to be used to provide vacation benefits in accordance with paragraph 26 of the Memorandum of Agreement, dated October 26, 1961, which provides for the establishment of a Board of Trustees to be known as the Trustees of ILA Locals 1842-1869 Health and Welfare Trust Fund.

(c) Clause 5.10 to be renumbered 5.09.

(d) Clause 5.11 to be deleted and the following substituted therefor:

5.11. Effective on the signing of this agreement, each of the Companies shall pay to the Trustees of ILA Locals 1842-1869 Health and Welfare Trust Fund, the sum of 13 cents per man-hour worked by their respective employees in the bargaining unit, such sums to be used for the purposes set forth in the Memorandum of Agreement, dated October 26, 1961, establishing the Board of Trustees to be known as the Trustees of ILA Locals 1842-1869 Health and Welfare Trust Fund. Effective January 1, 1964, this contribution shall be increased to 5 cents per man-hour worked.

(e) Delete Clauses 8.04 and 8.05 and substitute the following therefor:

8.04. An aggrieved employee may present his grievance orally to the foreman concerned. If a satisfactory settlement is not reached at this meeting, then within three working days, the grievance may be presented in writing to management, who will consider it in the presence of the aggrieved employee and the chairman of the grievance committee, together with the union business agent, if his presence is requested by either party, and render its decision in writing within three working days. Representatives of other Companies may be present at this meeting. Should no satisfactory settlement of the grievance be reached, then at any time within 10 days of the meeting with management, either party may submit the same to a referee as provided in Clause 8.06, unless both parties agree to submit the grievance directly to arbitration as provided in Clause 8.07.

8.05. Any dispute between the parties arising from the interpretation, application, administration or alleged violation of the agreement, will be treated as a grievance if referred by one of them to the other within the time limited in Clause 8.03. The parties shall meet forthwith to attempt to settle the grievance, and if they cannot reach a satisfactory settlement at such meeting, either party may within five working days thereafter, submit the same to a referee as provided in Clause 8.06, unless both parties agree to submit the grievance directly to arbitration as provided in Clause 8.07. The submission to a referee or to arbitration, as the case may be, shall be in writing and shall set out the subject-matter of the grievance.

8.06. (a) When either party notifies the other that it wishes to submit a grievance to a referee, the grievance will be referred to one chosen from either Panel "A" or Panel "B" of Referees annexed hereto, provided that such grievance has been properly carried through the provisions of Clause 8.04 or 8.05. If the grievance is one which requires immediate consideration and settlement, and involves stevedoring knowledge and experience, it will be referred to one of the two referees in Panel "A" in alternate order, unless the referee whose turn it is to act is employed by the Company involved in the grievance, in which case the grievance shall be referred to the other referee. The referee so appointed shall immediately convene a meeting and make a determination, which shall be followed by and be binding on the parties and the employees affected, unless and until it is altered or reversed by a board of arbitration.

(b) If the grievance submitted to a referee is not of the type described in Paragraph (a) of this Clause, it will be referred to one of the referees in Panel "B" in alternate order. Upon being notified of the grievance, the referee shall convene a meeting as soon as reasonably possible and shall make a determination within five working days of notification of his appointment, and such determination shall be followed by and be binding upon the parties and the employees affected, unless and until it is altered or reversed by a board of arbitration.

(c) If a referee of either panel refuses or is unable to act, the other one on the same panel shall be appointed unless the parties mutually agree to appoint one of the other panels.

(d) If either the Union or the Company affected is dissatisfied with any determination of a referee, [the grievance] may be submitted to arbitration, as provided in Clause 8.07, at any time within 10 working days of the making of such determination.

8.07. Any grievance concerning the interpretation, application, administration or alleged violation of this agreement, which has been properly carried through the provisions of Clauses 8.04 or 8.05, will be referred to arbitration at the request of both parties, and a determination of any such grievance made by a referee pursuant to Clause 8.06 will be referred to arbitration at the request of either party. A board of arbitration shall be composed of one person appointed by the Company, one person appointed by the Union, and a third person to act as chairman, chosen by the other two members of the board. If the two appointees are unable to agree on a chairman, the Minister of Labour of the Dominion of Canada will be requested to appoint a person to act as chairman. The majority decision of a board of arbitration chosen or appointed in the above manner, or the decision of the Chairman when failing a majority decision, shall be binding on both parties and on the employees.

(f) Delete Clause 8.06 and substitute the following therefor:

8.08. Neither the referee nor the board of arbitration shall have any power to alter or change any of the provisions of this agreement, or to substitute any new provisions for any existing provisions, or to give any decision inconsistent with the terms and provisions of this agreement.

(g) Renumber Clause 8.07 as 8.09.

(h) Add new Clause 8.10 as follows:

8.10. It is understood and agreed by the parties hereto that representatives of any of the Companies may be present at any step of or [any] meeting convened pursuant to the grievance and arbitration procedure provided herein.

(i) Renumber Clauses 8.08 to 8.12 inclusive as 8.11 to 8.15 inclusive, and change the word "settled" where it appears in present Clause 8.09 to read "resolved."

(j) Schedule "A" to this agreement to be changed as follows:
The sum of $2.13 to be changed to $2.29
The sum of $3.20 to be changed to $3.44
The sum of $4.26 to be changed to $4.58
The sum of $8.52 to be changed to $9.16
The date April 1, 1962, to be changed to January 1, 1964
The sum of $2.19 to be changed to $2.38
The sum of $3.28 to be changed to $3.57
The sum of $4.38 to be changed to $4.76
The sum of $8.76 to be changed to $9.52

2. Settlement Pay

Each Company shall, as soon as possible after ratification hereof, pay to every employee 10 cents for every hour worked by such employee for such Company from January 1, 1963, to the date when the new agreement comes into operation. This payment shall not be made to any employee who is no longer available for work covered by the collective agreement, provided that if an employee died before the date of ratification hereof, any settlement pay that would have been due to him shall be paid to his estate or personal representative.

3. Panels of Referees

The Panels of Referees for the purpose of the grievance procedure and the order of the names shall be as follows:

Panel "A":	*Panel "B":*
H. H. VanBuskirk	Harry W. Arthurs
J. Kearney	Thomas C. O'Connor

Dated at Toronto, Ont., this 9th day of July, 1963.

For the Union:
C. E. Rampersaud
E. A. Clarke
W. Egan

For the Companies:
W. L. Cochrane
J. Schroeder
H. R. Wright
Albert Pye
T. Green

Report of Board in Dispute between

Hamilton Shipping Company Limited, Yorkwood Shipping and Trading Company Limited, Eastern Canada Stevedoring Company Limited, Cullen Stevedoring Company Limited, Pittston Stevedoring Corporation of Canada Limited, Brown and Ryan Limited

and

International Longshoremen's Association

The Board of Conciliation and Investigation appointed under the Industrial Relations and Disputes Investigation Act to deal with the dispute between the parties hereto met in Toronto on April 15 and 16, and on June 10 and 20, last. As this Board had also been appointed to deal with a dispute between certain stevedoring companies operating in Toronto Harbour and Local 1842 of the International Longshoremen's Association, and since many of the issues in contention were similar, the Board, on consent of all parties, heard the two disputes together.

During the negotiations, extensive and comprehensive oral agreements were advanced by the Union and the Companies, and considerable documentary evidence was adduced. Two main areas of conflict developed between the parties. Most of the effort

During July, the Minister of Labour received the unanimous Report of the Board of Conciliation and Investigation established to deal with a dispute between Hamilton Shipping Co. Ltd., Yorkwood Shipping and Trading Co. Ltd., Eastern Canada Stevedoring Co. Ltd., Cullen Stevedoring Co. Ltd., Pittston Stevedoring Corporation of Canada Limited, Brown and Ryan Limited, and Local 1654 of the International Longshoremen's Association, Hamilton.

The Board was under the chairmanship of His Honour Judge P. S. MacKenzie, Walkerton, Ont. He was appointed by the Minister in the absence of a joint recommendation from the other two members, W. J. Whittaker, Q.C., Toronto, and A. Andras, Ottawa, nominees of the Companies and Union, respectively. The Report is reproduced here.

of the Board and counsel was directed to the attempt to find a mutually satisfactory solution to the problems raised by the divergent views with regard to the conduct of operations in these fields of the industry.

The members of the Board are pleased to report that, during conciliation, the parties were able to reach an acceptable basis of settlement of these differences, and as a result, all other matters in dispute were satisfactorily concluded.

An agreement was arrived at, which the bargaining committee and the Companies signed, and in which each recommended to their respective principals that all outstanding issues be settled on the basis of the memorandum.

The memorandum of agreement is included herewith and forms part of this Report.

The Board of Conciliation unanimously recommends that all issues be settled on the terms of the said memorandum.

All of which is respectfully submitted.

(*Sgd.*) P. S. MacKenzie,
Chairman

(*Sgd.*) J. Whittaker,
Member

(*Sgd.*) A. Andras,
Member.

Dated at Walkerton, Ont., this 12th day of July, 1963.

Memorandum of Settlement—Hamilton

The parties hereto hereby agree to recommend the following to their respective principals as a settlement of all matters in dispute.

1. Changes in Renewal of Agreement

That the collective bargaining agreement between them dated August 18, 1961, be renewed for a period commencing on date of signing, and expiring December 31, 1964, subject only to the following changes:

(a) Clause 3.01 to be deleted and the following substituted therefor:

At the opening of each operating season, or at any other time should it become necessary, the Companies as a group shall discuss with the Union the number of gangs (herein referred to as regular gangs) expected to be necessary to handle the normal operations during the season, and at that time, shall name persons from among the Union membership who shall be the foreman and sub-foreman respectively, of each gang.

(b) Add the following sentence to Clause 3.05:

The work week for rotation purposes to be from Monday morning to Sunday midnight.

(c) Add the following sentence to Clause 3.08:

Under no circumstances will a Union man leave his gang to fill any position in an irregular or Non-Union gang, except a position as foreman, winchman or signalman.

(d) Delete Clause 3.09 and substitute the following therefor:

In the event that a foreman is discharged or quits, or is not available for work, his place will be taken by the sub-foreman, or if neither of them is available, then the Company shall name a new foreman in his place, who, on becoming a foreman, and so long as he acts as foreman for that particular gang, shall have the right of selection set forth in Clause 3.04 and subject to the provisions of paragraph 3.10.

(e) Add the following as Clause 3.13:

Men who are formed into regular gangs will at all times report for work when their gangs are called out. If any man is unable to report for work due to illness or any other cause, he will be required to inform his foreman in sufficient time so that a replacement may be informed to report for work. All gang members will report to their foreman at the gate not later than 10 minutes prior to starting time.

(f) Clause 5.09 to be deleted and the following substituted therefor:

5.10. During the lifetime of this agreement, each of the Companies shall pay to the Trustees of ILA Locals 1842-1869 Health and Welfare Trust Fund the sum of 8 cents per man-hour worked by their respective employees in the bargaining unit, the said sums to be used to provide vacation benefits in accordance with paragraph No. 26 of the Memorandum of Agreement, dated October 26, 1961, which provides for the establishment of a Board of Trustees to be known as the Trustees of ILA Locals 1842-1869 Health and Welfare Trust Fund.

(g) Clause 5.10 to be renumbered 5.09.

(h) Clause 5.11 to be deleted and the following substituted therefor:

5.11. Effective on the signing of this agreement, each of the Companies shall pay to the Trustees of ILA Locals 1842-1869 Health and Welfare Trust Fund, the sum of 13 cents per man-hour worked by its respective employees in the bargaining unit, such sums to be used for the purposes set forth in the Memorandum of Agreement, dated October 26, 1961, establishing the Board of Trustees to be known as the Trustees of ILA Locals 1842-1869 Health and Welfare Trust Fund. Effective January 1, 1964, this contribution shall be increased to 15 cents per man-hour worked.

(i) Add the following as Clause 6:10:

After the 10th day of November in each year, when all regular gangs are fully employed, gangs may be interchanged between Companies during a working period. However, each employing Company must guarantee the two-hour minimum referred to in Clause 6.04.

(j) Change the word "settled" where it appears in Clause 8.09 to read "resolved."

(k) Add the following as Clause 8.12:

Any man who is consistently absent from his gang without just cause may, after due consultation between the Union and the Companies, be removed from his gang and placed on the spare list.

(l) Renumber present Clause 8.12 as Clause 8.13.

(m) Schedule "A" to this agreement to be changed as follows:

The sum of $2.13 to be changed to $2.29
The sum of $3.20 to be changed to $3.44
The sum of $4.26 to be changed to $4.58
The sum of $8.52 to be changed to $9.16
The date April 1, 1962, to be changed to January 1, 1964
The sum of $2.19 to be changed to $2.38
The sum of $3.28 to be changed to $3.57
The sum of $4.38 to be changed to $4.76
The sum of $8.76 to be changed to $9.52

2. Settlement Pay

Each Company shall, as soon as possible after ratification hereof, pay to every employee 10 cents for every hour worked by such employee for such Company from January 1, 1963, to the date when the new agreement comes into operation. This payment shall not be made to any employee who is no longer available for work covered by the collective agreement, provided that if an employee died before the date of ratification hereof, any settlement pay which would have been due to him shall be paid to his estate or personal representative.

3. Referee

The Referee for the purpose of the grievance procedure shall be Capt. P. A. Kelley

Dated this 9th day of July, 1963.

For the Union:
Peter James Campbell, *President*
Robert Smethurst
Allan Rideout, *Vice-President*

For the Companies:
B. J. B. Tice
J. Lees
H. R. Wright
J. Schroeder
T. Green
W. L. Cochrane

Canadian Railway Board of Adjustment No. 1 Releases Decisions in Five Recent Cases

The Canadian Railway Board of Adjustment No. 1 last month released decisions in five cases heard in June.

The first dispute was over the removal of three firemen-helpers from the firemen's seniority list when they accepted permanent hostling assignments and were placed on the hostlers' seniority list.

The second dispute concerned firemen's claims for pay for an extra day a month when they were not called for work, as had been the practice.

The third was over a switcher crew's claims for pay at wayfreight rates for time spent operating a snowplow.

The fourth and fifth disputes were over the company's reducing yard assignments from six to five days.

The contention of the employees was sustained in the first and third cases; rejected in the second. Although the fourth and fifth cases concerned the same type of dispute, the decision was in the employees' favour in the fifth but not in the fourth.

The five cases, Nos. 807 to 811, are summarized below.

Case No. 807—*Dispute between Ontario Northland Railway and Brotherhood of Locomotive Firemen and Enginemen over the removal by the company of the names of three firemen-helpers from the firemen's seniority list when they were placed on the permanent hostlers' list.*

Three firemen were successful applicants when all hostling assignments were rebulletined as five- or six-day assignments and three relief assignments were added. They were then placed on the permanent hostlers' seniority list, and their names deleted from the firemen's seniority list. The Brotherhood contended that the three should have their seniority as firemen restored.

The union in its contention quoted an article of the agreement which stipulated that no change would be made in the seniority status of an employee unless the change were concurred in by the General Chairman. That concurrence had not been given in this case, it said. It also contended that the company had violated another article of the agreement by appointing additional permanent hostlers without making any arrangement with the General Chairman.

The union further quoted an article of the agreement concerning the employment of firemen with a seniority date prior to February 17, 1958 on diesel locomotives in other than passenger service, contending that this rule constituted a contract between the Brotherhood and the company with regard to such firemen which guaranteed the preservation of their right to promotion as enginemen.

The three firemen concerned in the dispute had been deprived of their contractual rights without regard to their wishes and

without the concurrence of their accredited representative, the union stated.

The company contended that when the firemen had been placed on the permanent list of hostlers their names had rightly been deleted from the list of firemen, since they had exercised their seniority rights to a permanent position in another classification and therefore could not continue to hold rights as firemen also.

The contention of the employees was sustained and the seniority of the three firemen was restored. The Board urged the parties to agree on a basis on which firemen with seniority prior to February 17, 1958 bidding in hostlers' positions would not lose their rights to promotion as enginemen.

Case No. 808—*Dispute between Canadian National Railways (Atlantic and St. Lawrence Regions) and Brotherhood of Locomotive Firemen and Enginemen,* ex parte, *concerning claims of seven firemen-helpers to pay on account of their not being called to work an extra day a month when such extra day's work was available.*

Seven firemen-helpers protested that they had not been called to work an extra day a month—a customary practice for firemen-helpers in yard service in the Atlantic and St. Lawrence regions—since the implementation of the five-day week. Instead, firemen from the spare board were called to fill the assignments. The seven submitted claims for pay for the work they had missed.

"It is quite obvious the company has forced a reduction in pay on the employees affected," the Brotherhood said in its contention.

The employees based their argument on an article in the agreement that reads: "Regularly assigned firemen and helpers may be permitted to work one extra day each month at pro rata rate; arrangement for this extra day to be agreed to between the local chairman and the locomotive foreman."

The union contended that this rule, in effect, gave regularly assigned employees a claim to an extra day's work a month when the work was available. The company took the position that the application of the provision in the article in question was of a permissive nature and was in no way mandatory, and that consequently it did not establish entitlement to an extra day a month by inference or otherwise.

This case was re-heard by the Board in the presence of a referee, whose decision constituted the decision of the Board.

The referee in his decision pointed out that neither of the parties in the case had "reached for a purely literal meaning" of the disputed article of the agreement, "but each [had] made references to [its] labour relations meaning . . . in the light of its origin in the collective relations of the parties." He then proceeded to examine the circumstances in which the article was framed when, in 1955, after the Maybank Conciliation Board had made its report, the company and the union agreed on a five-day week on terms designed to maintain weekly pay formerly earned in a six-day week.

When the five-day week issue came up in 1955, the referee said, the Maybank Board was faced with the question of whether to recommend the 20-per-cent wage increase—given to other trades when they gained the five-day week to maintain the same take-home pay as for a six-day week—on rates as they were before April 1, 1952, on which date an increase of 12-per-cent had been given, followed in February 1953 by a further increase of 1 per cent, or on rates as they were in 1955 with the 12 per cent and the 1 per cent included.

The Board recommended the lower rate base, and "as some compensation" for the lack of equivalence in take-home pay for a five-day week, it also recommended that "regularly assigned firemen should be permitted to work one extra day per month at straight time, such extra day's work to be arranged between the various locomotive foremen and local chairmen," the referee said.

In translating this recommendation into their collective agreement the parties dropped the Board's language of "should be permitted" and substituted the language of "may be permitted". Obviously, what happened was that the company regarded the recommendation as giving it a discretion which became clearly reflected in [the Article cited], and the Brotherhood regarded the recommendation as imposing an obligation (so long as work was available) which was not attenuated by the change in language in the article.

For the Brotherhood, the use of "may" and the reference to local "arrangements" merely carried out its understanding that the work opportunity would be given if work was available, and it might not be available in some regions or areas.

For the company, these words underlined its conviction that assignments providing for an extra day per month could be made or withdrawn as its operating convenience dictated. It pointed out that in some areas, for example, in Sydney, Nova Scotia, assignments were never set up with an extra day per month opportunity, (although presumably work was available there), and in the Prairie and Mountain Regions they were discontinued in 1960 without protest . . .

In adjudicating on the present claim, the Board and Referee must start with the language of the agreement which is not couched in obligatory terms and which, so far as it has a history, does not show a course of obligatory implementation. We cannot be certain in the light of these factors whether the Maybank Board intended a peremptory obligation once

work was available rather than a form of accommodation. But, whether it be the former or the latter, the terms of [the Article cited] point to the latter and it is unnecessary to speculate on whether the parties deliberately intended to water down what the Maybank Report may conceivably have intended as a contractual right of the employees. In either case, the conclusion must be that the Brotherhood's claim fails.

The referee's award constituted the decision of the Board of Adjustment.

Case No. 809—*Dispute between Canadian National Railways (Great Lakes Region) and Brotherhood of Railroad Trainmen over the claims of a conductor and crew in road switcher service for pay at wayfreight rate when they were required on two occasions to operate a snowplow.*

A conductor and crew were regularly assigned to a road switcher run Palmerston-Listowel and return, and Palmerston-Durham and return, with Palmerston as home terminal. Each leg of the assignment was within the 30-mile radius specified in the article of the agreement that defined pay and working conditions applicable to trainmen in road switcher service. The article called for a particular rate of pay in recognition of the right given to the company to run trainmen "in and out through their regularly assigned initial terminal without regard for rules defining completion of trips."

On two occasions the conductor and crew were required to operate a snowplow. They submitted claims for wayfreight rates for the mileage in snowplow service. The company declined the claims.

The union contended that the rule that defined rates of pay and working conditions applicable to trainmen assigned in road switcher service applied only when trainmen were performing the regular switching services to which they were assigned. Before the crew started out with the snowplow they had already completed the duties of their assignment and should have been released from duty, the Brotherhood argued; and when they left their initial terminal in snowplow service, they were no longer governed by rules applying to road switcher service but were working on a new tour of duty in a class of extra road service, and were entitled to the rate of pay provided in other articles of the agreement.

The company, in its contention, cited an article of the agreement that reads: "Trainmen performing more than one class of road service in a day or trip will be paid for the entire service at the highest rate applicable to any class of service performed . . .

Snowplow service, the company said, was a class of road service and was paid for at wayfreight rates, and on each of the occasions mentioned in the dispute the snowplow service was performed during the hours, and within the designated limits of the crew's regular assignment, and was paid for on a continuous time basis at the higher road switcher rate for the entire tour of duty.

The company also contended that there was nothing in the article quoted by the union that precluded the use of an assigned road switcher crew in snowplow service during part of their regular day. In such circumstances, the company said, snowplow service was in fact a "class of road service," as referred to in the article quoted above, and had been properly paid for at the "highest rate applicable to any class of service performed."

The case was re-heard by the Board in the presence of a referee, whose award constituted the Board's decision.

In seeking to reconcile the article of the agreement on which the company relied with the article on which the union rested its case, the referee pointed out that the former was a general provision, while the latter was a particular one. "It is a rule of common sense," he went on to say, "that an agreement must be construed, so far as possible, to give effect to all its provisions; and that, accordingly, a general provision which in terms is broad enough to cover particular situations will be read subject thereto if this is reasonably necessary to give effect to the different terms covering the particular situations."

Road switcher assignments are specially treated in the article cited by the union, the referee said, "and where such an assignment (as is the case here) falls within that article, the provisions governing it should be applied as against limiting or contradicting general clauses.

It follows that extra road service beyond the regular road switcher assignment must be limited to service to make up the monthly guarantee, and, where ordered otherwise, the road switcher crew is entitled to additional compensation according to the class of extra service. This is all the more appropriate in this case where the road switcher assignment is not one to be performed within fixed hours and where the conductor and crew were ordered out on snowplow service from their home terminal without being required to do any further switching. The two claims here are accordingly allowed, and adjustment in compensation will be made. There was no dispute that snowplow service is payable at wayfreight rates, but redress to [the conductor] and crew will take account of the compensation already paid to them for the disputed service.

Case No. 810—*Dispute between Canadian Pacific Railway Company (Prairie and Pacific Regions) and Brotherhood of Locomotive Engineers,* ex-parte, *over the company's action in reducing six-day yard assignments for engineers at Sutherland, Sask., to five days a week.*

The right of the Canadian Pacific Railway Company unilaterally to reduce six-day yard assignments of engineers to five-day assignments when there has been no change in operational requirements was contested by the Brotherhood of Locomotive Engineers.

When the company reduced engineers' yard assignments at Sutherland, Sask., from six to five days a week during the period November 19 to December 16, 1962, two engineers submitted claims for payment for the days denied them during the period because of the reduction. The company declined the claims.

A second dispute arose when the company, effective with the change of timetable, April 28, 1963, put engineers in the Sutherland yard on a five-day instead of a six-day week. Both disputes were heard together in the presence of a referee, whose award becomes the decision of the Board.

In both disputes, the union said the company had violated an article in the agreement defining "five-day week" contending that the article provided the Brotherhood's local representatives with the option of arranging with the railway's local representatives for six-day assignments where service is required six days a week.

The company interpreted the same article as giving it the unrestricted right to establish five-day assignments in yard service. The decision in the dispute, therefore, turned entirely on the correct interpretation of the article.

As the referee said in his award, "The contention of the Brotherhood, shortly stated, is that the contract between the parties has since 1954 entitled the engineers to a six-day week, volume of work permitting. Not only (according to the Brotherhood) was this undertaking written into the agreement in 1954 and continued to date, but practice has verified it. The company's position is that the agreement cannot be so construed, but on the contrary it gives the company the unrestricted right to establish a five-day week."

The referee in his award set out the whole of the disputed article. Some of its main provisions are: A work week of five consecutive days of eight hours each is established with two days off in each seven; the work week will be established in accordance with the railway's operational requirements; and all regular or regular relief assignments for yard service engineers shall be for five consecutive days per work week of not less than eight consecutive hours per day.

The "pivotal clause of the agreement," the referee said, was the one reading: "In cases where day off is to be filled which is not made part of a regular assignment, such day (or days), by arrangement between the representatives of the company and the organization will be filled by the regularly assigned engineer and paid at *pro rata* rates." A note appended to this clause said that "the assignment may be set up as a six-day assignment, and will be bulletined as such, specifying the day off. This will apply to regular relief assignments as well as to regular assignments. Seven-day assignments are not contemplated under this arrangement . . ."

The referee pointed out that evidence showed that during the negotiations which resulted in the drawing up of the disputed article the Brotherhood had insisted that "the negotiation of a five-day week was not intended to reduce the engineers' opportunity to work six-day assignments where the jobs could be so worked, and this position was underlined by the Brotherhood's acceptance of *pro rata* rates rather than premium rates for the sixth day."

As the negotiations drew to a close, however, the referee said, "it became a nice question whether the parties were talking in terms of six-day obligation or a six-day accommodation which might or might not continue. To put the matter bluntly, what the parties finally agreed to must be viewed first in the terms of the contract that was the product of their negotiations; and even if secondary references are in order, they do not commend themselves in this case as offering any help."

A reading of the article, the referee said, "makes it manifest that a yard engineer's days off may be made part of another's regular or regular relief assignment, but equally they could be made part of his own tour of duty, save . . . that seven-day assignments are discouraged."

Referring to the clause that "provides for arrangements on the local level that an engineer's day off may become a working day for him, bulletined as such and paid for at *pro rata* rates," the referee said:

> There is nothing in this clause which says that arrangements once made must continue in all circumstances. The obligatory feature of the clause, represented by the phrase "will be filled," is conditioned by the opening words, "in cases where day off is to be filled which is not made part of a regular assignment" . . . And it is also conditioned by the specification of arrangements between local representatives of company and Brotherhood . . . To put the matter simply, a regularly assigned yard engineer who is on a five-day week with two days off in seven can rightly claim a sixth day's work per week only if the company requires that day to be worked and does not make it part of another regular assignment.
>
> Nothing in the facts in the two cases in hand brings them within this scope of [the disputed article]. The company is free to decide that it will not fill days off; equally, it may fill

them as part of another regular assignment. In neither situation is a regularly assigned engineer entitled, as to right, to a sixth day of work . . .

"It follows, therefore," the referee ruled, "that the claims of the Brotherhood must be disallowed."

Case No. 811—*Dispute between Canadian Pacific Railway Company (Prairie Region) and Brotherhood of Locomotive Firemen and Enginemen,* ex parte, *over the claim of two firemen for payment for time lost by reason of the company's shortening of their regular assignment from six to five days per week.*

Case No. 811 was re-heard by the Board in the presence of the same referee as in Case No. 810; his award constituted the decision of the Board. And the case turned partly on the interpretation of an article in the firemen's agreement that was almost identical with the disputed article in the engineers' agreement cited in Case No. 810.

The dispute arose when the company reduced firemen's yard assignments at Sutherland, Sask., from six to five days a week during the period November 19 to December 16, 1962. Two firemen submitted claims for payment for the days denied them during the period because of the reduction. The company declined the claims.

The referee pointed out that the claims of the two firemen resulted from the same reduction in shifts as did the claims of the two engineers in Case No. 810. The firemen's arguments, however, went farther. They relied in addition on an article that had its origin in the settlement between the parties on June 16, 1958 of the strike on the issue of retention of firemen on diesels in freight and yard service.

This article provided that firemen with a seniority date prior to April 1, 1956 would have "the right to work in their turn as firemen, up to 3,800 miles per month in freight service or six days per week in yard service to the extent that positions as firemen are available in their seniority territory on locomotives of a type to which firemen were previously assigned and in a class of service previously calling for the assignment of firemen."

The referee pointed out that the settlement arrived at by the parties in June 1958 extended preferred protection to employees with a seniority date prior to April 1, 1956; and that the Brotherhood at that time "relied strongly on the company's submissions to the [Kellock] Royal Commission as justifying the Brotherhood's contention that there was, in effect, a guarantee that assignments could continue to be for six days."

He pointed out also that for firemen with seniority later than April 1, 1956, the company had proposed a guarantee of only five days' pay for yardmen; and from this he argued that "the suggested inference . . . was that the guarantee of five days' pay for this less preferred group could only mean that the most preferred group would have six-day assignments, not as a matter of discretion or of convenience, but as a matter of right."

Unless the article inserted in the firemen's agreement to settle the diesel dispute led independently to the conclusion that six-day assignments were promised to the firemen, it had to be construed in the light of the article common to both the firemen's and engineers' agreements. And when so construed, it cannot have "any greater effect as a stipulation of employee rights" than the common article itself, the referee said.

He went on to point out that the concluding clause of the agreement of June 16, 1958, by which the additional article was introduced, "provides that where there is conflict the terms of this agreement shall supersede all previous agreements, rulings or interpretations."

The words used in the additional article were the company's words, the referee said, "and, in the circumstances of their use as a proposal for compromising the dispute about retention of firemen, there is no reason to water down their plain meaning." There was no indication in those words, as there was in the words of the article common to the firemen's and engineers' agreements, of any alternative course of action open to the company, or of any need of making arrangements with the company.

"Indeed, the use of the phrase 'will have the right to work' conveys at once an imperative for the company and a suggestion that there was no such 'right' previously," he said.

The referee decided that the Brotherhood's claim was sustained under the additional article, and he directed that the two firemen, both of whom had a seniority date prior to April 1, 1956, should be compensated for the loss of one day a week according to their claim. He also directed that they should be put on a six-day week assignment as long as there was available work at Sutherland.

The referee noted that his decision in this case conflicted with the decision of the referee in Case No. 797 (L.G., Jan., p. 53), who ruled that the additional article did not amend or alter the article defining the five-day week. He defended his decision, however.

(*Continued on page 823*)

Legal Decisions Affecting Labour

Ont. Court of Appeal rules secondary picketing illegal "per se" and B.C. Supreme Court holds that B.C. Trade-unions Act prohibits secondary picketing. Alta. Supreme Court finds one part of Labour Act is not applicable to governors of University

In Ontario, the Court of Appeal, reversing the judgment of the Chief Justice of the Ontario High Court, enjoined secondary picketing of a retailer's store, stating that peaceful secondary picketing is illegal *per se*, and finding as additional grounds for injunction the intention to induce a breach of contract, damages to retailer's business and an unlawful conspiracy to injure the retailer in his trade.

In British Columbia, the Supreme Court upheld an injunction against peaceful picketing away from an employer's place of business, as such picketing, even when the strike is lawful, is prohibited under the B.C. Trade-unions Act.

In Alberta, the Supreme Court upheld the ruling of the Alberta Board of Industrial Relations that the Board has no authority to certify a trade union as a bargaining agent for a unit of employees of the University of Alberta and held that the board of governors of the University, acting under the University Act, is not subject to certification and collective bargaining provisions of the Alberta Labour Act.

Ontario Court of Appeal . . .

. . . enjoins picketing of retailer, stating that secondary picketing is illegal "per se"

On February 27, the Ontario Court of Appeal allowed an appeal from the judgment of Chief Justice McRuer of the Ontario High Court (L.G., May, p. 401) and ruled that if there is a common-law right of communicating information peacefully by secondary picketing, such right must give way to the retailer's right to trade, which is a more fundamental right for the benefit of the community at large than the right of secondary picketing, which benefits only a particular class.

Further, it was held on appeal that there was a contract between the retailer and the manufacturer, that the picketing was intended to induce a breach of contract, that the picketing was a "besetting" of the retailer's place of business causing or likely to cause damage and that the picketing was in contravention of the provisions of the Criminal Code since it was not only for the purpose of communicating or obtaining information.

The situation arose out of a labour dispute between Deacon Brothers Sportswear Ltd. of Belleville, Ont., and the Amalgamated Clothing Workers of America, the collective bargaining agent for the employees. The retailer and its own employees were not, in any way, involved in the dispute. The retailer did sell, as part of its stock-in-trade, clothing manufactured by the Deacon company. The company, after a report by a conciliation board, refused to conclude a collective agreement with the union, which was certified on August 12, 1960 to act as the collective bargaining agent for the employees of the company.

The retailer stated in an affidavit that a union representative visited his shop and requested him to cancel any orders he had with the Deacon company; the retailer refused. The retailer also maintained that at that time there were no orders with the company. Several days later, the shop was picketed and this, it was contended by the retailer, would have a detrimental effect on business.

The union official stated in an affidavit that the union wished to avoid strikes and in lieu preferred to conduct educational campaigns to acquaint its members and the public generally with the desirability of purchasing goods made in shops represented by that union.

He swore he visited the retailer, viewed a garment order and at the same time requested the retailer to call or write the company and protest the fact that its goods were not union-made. The union official stated also that he returned in the company of another union official to inquire whether the order from the company had been received and whether the retailer had thought about his request.

When the retailer did not accede to the union request, his shop was picketed, by

This section, prepared by the Legislation Branch, reviews labour laws as they are enacted by Parliament and the provincial legislatures, regulations under these laws, and selected court decisions affecting labour.

not more than two picketers at any one time. They carried only one placard, on which the following was printed: "Attention Shoppers—Deacon Bros. Sportswear Ltd. sold at Hersee's—made by non-union labour—protect your own standards of living. Look for the Amalgamated Union label when you buy men's and boy's apparel." The words "Deacon Bros. Sportswear Ltd" and "Hersee's" and "non-union labour" were printed larger than the other words on the placard and this disparity in size enabled these words to be read at a glance whereas greater attention was required to read the others.

In the Court of Appeal, Mr. Justice Aylesworth, when considering the apparent conflict in the affidavits, held that an order had in fact existed and that the union representative had attempted to induce the retailer to cancel its order with the Deacon Company.

In his judgment in the Ontario High Court, Chief Justice McRuer held that there had not been a conspiracy to bring about a breach of contract between the retailer and the company and that there had not been an attempt to injure the retailer in his trade. He also ruled that the union's predominant motive was to benefit the union and that there was no contract between the retailer and the company. The union, he felt, was exercising a common-law right to peacefully communicate information and there was nothing to substantiate the allegation that the union was committing an actionable nuisance.

Mr. Justice Aylesworth, as indicated, held that there was a contract between the retailer and the company and that the union representatives, acting individually at least, tried to induce the retailer to break it. He thought the chief purpose of picketing was to force the retailer's hand and "thus indirectly to bring pressure to bear upon the Deacon Company."

Mr. Justice Aylesworth held that there were many persons who, because they were members of some union, would respect the picket line. Moreover, he felt the presence of pickets would deter private citizens not directly interested in the labour movement from doing business with the retailer.

Mr. Justice Aylesworth was of the opinion that the material on the placard showing who supported the "campaign" and the way the sign was printed linked the manufacturer, the retailer and non-union labour. On this point he said:

> To me, and I should think to anyone seeking to do business at the [retailer's] premises, the inference is unmistakable—Hersees is in a dispute of some kind with organized labour; don't become involved! I think any other conclusion is unrealistic . . .

He went on to say that the retailer's fear of damage caused by the picketing was justified.

On this aspect of the case, Mr. Justice Aylesworth summarized his conclusions and maintained that there was a contract of which the union was aware and which it attempted to induce the retailer to break by picketing the shop, that the picketing was a "besetting" likely to cause the retailer damage and that, since the picketing was not for the purpose only of "obtaining or communicating information," it was unlawful according to the provisions of the Criminal Code (Section 366) and therefore ought to be restrained.

Even if the picketing was lawful as being picketing carried on for the purpose only of communicating information, Mr. Justice Aylesworth was of the opinion that it ought to be restrained. The retailer had a right lawfully to engage in its business; the picketing had caused or was likely to cause damage to the retailer and, for this reason, the right of secondary picketing, if such a right exists, must give way to the retailer's right to trade. He held that the right to secondary picketing is exercised for the benefit of a particular class, while the right to trade is a right far more fundamental for the benefit of the community at large.

He added: "If the law is to serve its purpose then in civil matters just as in matters within the realm of the criminal law, the interests of the community at large must be held to transcend those of the individual or a particular group of individuals."

Mr. Justice Aylesworth noted that the decisions brought to his attention were cases concerning secondary picketing in which there was some element of unlawfulness involved such as intimidation, nuisance or inducement of breach of contract. However, he deduced from these decisions a trend towards absolute prohibition of secondary picketing. He viewed these judgments, in particular the decision of the Supreme Court of Canada in *A. L. Patchett & Sons Ltd. v. Pacific Great Eastern R. Co.* (L.G. 1959, p. 395) as declaring secondary picketing to be illegal *per se.*

The Court of Appeal reversed the judgment of Chief Justice McRuer and restrained the union from watching, besetting or picketing the retailer's place of business. *Hersees of Woodstock Ltd. v. Goldstein et al,* (1963) 38 D.L.R. (2d), Part 7, p. 449.

British Columbia Supreme Court . . .

. . . enjoins peaceful picketing away from the sole place of business of an employer

On November 9, 1962, Mr. Justice Verchere of the British Columbia Supreme Court, renewing until trial an *ex parte* injunction restraining peaceful picketing, held that under the British Columbia Trade-unions Act peaceful picketing in pursuance of a lawful strike is prohibited when not limited to the primary employer's place of business.

Further, the Court held that although full disclosure of all material facts is a condition of granting an *ex parte* injunction, the employer's false assertion and non-disclosure of company's involvement in unfair labour practices is not a ground in itself for refusing an *ex parte* injunction to prevent a breach of Section 3 of the Trade-unions Act.

Coles Bakery Ltd. operated a bakery at 17515 56A Avenue in Cloverdale, B.C., which address was the only place of the company's business, operations and employment. Bread and bakery products of the company were sold to independent retail outlets in various communities and the company had no interest, direct or indirect, in any of these retail outlets. A labour dispute between the company and Local 468 of the Bakery and Confectionary Workers' International Union of America led to a legal strike and picketing.

On October 5, 1962, an *ex parte* injunction was granted restraining the union from picketing the premises of any of the company's customers, persuading anyone not to deal in or handle the company's products, or doing business with the company, and from interfering with the contractual relations of the company with any other person or corporation, except at the company's place of business, which is 17515 56A Avenue, Cloverdale.

At the time of expiration of the *ex parte* injunction, the company applied for the renewal and continuation of the injunction until the trial.

The union opposed the application on two main grounds. The first ground was that, in applying for an *ex parte* injunction and later for the renewal of injunction, the company, in its submissions, suppressed some material facts. In effect, the company, in its submission, claimed that it had never dismissed any employee because he was engaged in legitimate trade union activities and that the statement to this effect in the pamphlet circulated by the union was untrue. The company's submission failed to disclose that in 1959 and 1961 the Labour Relations Board had found it proved that the company had unlawfully sought, by dismissal, to induce two employees from becoming or continuing to be members of the union and ordered them to be reinstated.

Nor did the company disclose that in 1961 the Board gave its consent to the prosecution of the company for failure or neglect to reinstate one of the above-mentioned employees.

The union, on this ground, claimed that the disclosure of all material facts was essential for granting an *ex parte* injunction. A reference was made to *Kerr on law of Injunctions* (pp. 557-8) where, regarding an application for an *ex parte* injunction, it was stated that "there must be no concealment or misrepresentation, but all the facts must be brought before the Court which are material to be brought forward".

Mr. Justice Verchere did not sustain the first ground of union opposition to the injunction. His reasoning on this matter was as follows: The granting of an *ex parte* injunction against picketing was directed against an alleged breach by the union of Section 3 of the B.C. Trade-unions Act which, in Subsection (1), provides that in case of a legal strike a union may

> at the employer's place of business, operations or employment, and without acts that are otherwise unlawful, persuade or endeavour to persuade anyone not to
>
> (a) enter the employer's place of business, operations, or employment; or
>
> (b) deal in or handle the products of the employer; or
>
> (c) do business with the employer.

Subsection (2) states that such acts are prohibited "except as provided in Subsection (1)".

In the opinion of Mr. Justice Verchere, the injunction as granted sought to prohibit an asserted breach of Section 3 of the Trade-unions Act. In these circumstances, the question of the truth or untruth of some statement made in the union's pamphlet or the company's denial or non-disclosure of some previous unfair labour practices were not material facts to the issue at bar and not a ground in themselves for refusing the award or renewal of an injunction to prohibit a breach of Section 3 of the Trade-unions Act.

The union's second ground for the refusal of the injunction was that pickets walking up and down the main street of Cloverdale carrying placards bearing the words "Coles bread produced by strike breakers behind a legal picket line" and distribution from

house to house in Cloverdale, Surrey and Nanaimo of a union pamphlet headed "Facts about the Bakery Strike in Cloverdale" were not acts which could or should be enjoined.

The union further argued that Cloverdale generally was the company's place of business, operations or employment, that the strike was legal under the Labour Relations Act, that it was lawful under Section 3(1) of the Trade-unions Act for the union to persuade or endeavour to persuade at any place in Cloverdale anyone not to do the things referred to in Section 3(1), and finally, that the words in the Section "place of business, operations, or employment" should be construed in a popular sense, especially as the pickets walking up and down the main street of Cloverdale with placards were not interfering with anyone other than the company in question.

In dealing with this argument, Mr. Justice Verchere noted that the company operated a bakery at 17515 56A Avenue, Cloverdale, and that was the company's only place of business, operations or employment, and the company had no interest, direct or indirect, in any of the independent retail outlets in various communities where the company's bread and bakery products were sold.

Mr. Justice Verchere pointed out that in *Koss v. Konn* (L.G. 1962, p. 69), Mr. Justice Tysoe pointed out that the true object, purpose, and nature of subsection (2) of Section 3 of the Trade-unions Act is protection of the liberty of a person to carry on his legitimate business in the province and the right to the use of his premises without interference, except when he is an employer who is himself involved in a legal strike or a lockout. The evil with which the subsection is intended to grapple is the interference with the lawful business and operations of a person who is not himself involved as an employer in a legal strike or a lockout.

Mr. Justice Verchere, in the case at bar, interpreted Mr. Justice Tysoe's judgment as the prevention of what might be called "secondary picketing" and the prevention of consequent interference with the business and operations of a person not involved as an employer in a legal strike or lockout.

Further, Mr. Justice Verchere stated that the placards carried by the pickets on the main street of Cloverdale, which is not the street on which the bakery in question is situated, were intended to persuade persons not to do business with the company or handle its products. Such interference with the company's business relations was unlawful within the context of the *Koss v. Konn* ruling.

Further, as the picketing on the main street of Cloverdale was not at the "employer's place of business, operations, or employment" because the pickets were walking up and down the whole street generally, such picketing, in the opinion of Mr. Justice Verchere, should be restrained until the trial.

Finally, Mr. Justice Verchere dealt with the union's argument that the distribution of the pamphlets to private households in various communities should not be interfered with, because to do so would constitute an interference with or suppression of free speech. In his opinion, in so far as the distribution of the pamphlets constituted no more than a dissemination of information, such distribution was not objectionable. It is only when it constitutes or comprises a means of persuading or attempting to persuade others not to do things recited in Section 3(2) of the Trade-unions Act that it comes within the purview of the Act and then, as Mr. Justice Tysoe pointed out in the judgment referred to above, the effect, whatever it is, of limiting free speech is a purely incidental one.

The distribution of the pamphlets did not take place at the company's place of business, but was widespread not only in Cloverdale but in other communities, with the result, pointed out by the company, of inducing some customers to stop buying the company's bread and other bakery products. Consequently, in Mr. Justice Verchere's opinion, such an interference with the company's lawful business was prohibited within the context of *Koss v. Konn* decision.

The Court renewed the injunction to continue until the trial. *Coles Bakery Ltd. v. Bakery and Confectionery Workers' International Union of America, Local No. 468, and B.C. Federation of Labour* (1963) 36 DLR (2d), Part 10, p. 772.

Alberta Supreme Court . . .

. . . rules University not subject to parts of Labour Act dealing with certification

On May 14, 1963, Mr. Justice Riley of the Alberta Supreme Court, in *certiorari* proceedings, dismissed an application by Local 862 of the National Union of Public Employees to quash a decision of the Alberta Board of Industrial Relations. The Court upheld the Board's ruling that the University of Alberta cannot be required to enter into collective bargaining in order to conclude a collective agreement and that the board of industrial relations has no power to certify under Part V of the Alberta Labour Act a trade union as a bargaining agent for a unit of university employees.

Further, the Court held that the provisions of Part V of the Alberta Labour Act regarding certification and collective bargaining were not intended to interfere with the powers of the board of governors of the University of Alberta to hire and dismiss university employees and to regulate the terms and conditions of their employment, as provided under the University Act.

Reviewing the circumstances of the case, Mr. Justice Riley noted that, if the union was certified as a bargaining agent of university employees under the Alberta Labour Act, the parties would have to negotiate a collective agreement containing provisions with reference to rates of pay, hours of work or other terms or conditions of employment. Any dispute arising on these matters would have to be referred to conciliation proceedings which, if unsuccessful, might lead to a strike or lockout. If a collective agreement was eventually reached, it would have to contain a provision for a final settlement (normally by an independent three-man board) of all grievances arising out of such matters as job definitions, promotions, allocation of work, interpretation of clauses relating to wages, fringe benefits and others.

Further, Mr. Justice Riley noted that the University of Alberta has throughout the years taken the position that it may meet with an organization representing its appointees and entertain their representations, but that it may not divest itself of the ultimate powers and discretions which are imposed upon the board of governors by the University Act; nor can an Act of general application such as the Alberta Labour Act derogate from the specific provisions of the earlier special Act such as the University Act.

Among the powers and discretions granted by the University Act, and of which the University would be divested by the application of Part V of the Alberta Labour Act, are: the power of appointment of a vice-president, deans of all the faculties, the librarian, the bursar, the registrar, the professors, teachers and instructors of the University, or of any such officers or servants as the Board deems necessary to appoint for the proper conduct of the business of the University; the power to fix the salaries or remuneration of all members of the teaching staff and officers and servants appointed by the University; the power to provide, with the consent and approval of the Lieutenant Governor in Council, for the retirement and superannuation of all University appointees; the power to remove from office at the discretion of the board of governors the members of the teaching staff and other officers and servants of the University.

The issue before the Court narrowed to the question to what extent the provisions of a special Act, such as the University Act, are affected by the provisions of a subsequent general Act, such as the Alberta Labour Act, and the doctrine involved was the application of the principle "*generalia specialibus non derogant*", enunciated most forcibly in *Blackpool Corpn. v. Starr Estate Co.* (1922) 1 AC 27.

The doctrine is discussed at some length in *Maxwell on Interpretation of Statutes*, 10th ed., p. 176:

> *Generalia specialibus non derogant*, or, in other words, "where there are general words in a later Act which are capable of reasonable and sensible application without extending them to subjects specially dealt with by earlier legislation, you are not to hold that earlier and special legislation indirectly repealed, altered or derogated from merely by force of such general words, without any indication of a particular intention to do so." In such cases it is presumed to have only general cases in view, and not particular cases which have been already otherwise provided for by the special Act. Having already given its attention to the particular subject and provided for it, the legislature is reasonably presumed not to intend to alter that special provision by a subsequent general enactment unless that intention be manifested in explicit language, or there be something which shows that the attention of the legislature had been turned to the special Act and that the general one was intended to embrace the special cases provided for by the previous one, or there be something in the nature of the general one making it unlikely that an exception was intended as regards the special Act. In the absence of these conditions, the general statute is read as silently excluding from its operation the cases which have been provided for by the special one.

In *Blackpool Corpn. v. Starr Estate Co.*, a special Act of Parliament (Blackpool Improvement Act, 1917) was passed relating to the compulsory acquisition of land by the Corporation of Blackpool and setting forth in some detail the manner in which the owners of property which had been expropriated should be compensated. Two years later, Parliament passed the Acquisition of Land (Assessment of Compensation) Act, 1919, which established quite a different method of establishing compensation for expropriated lands.

The new Act provided specifically that its provisions should apply to all expropriations under any statute, whether passed before or after the new Act, and that the provisions of all expropriation Acts or orders should have effect only subject to the new Act and only so far as they were consistent with it. Notwithstanding these provisions, it was held in the *Blackpool*

Corpn. case that the earlier Act was unaffected by the subsequent general legislation. In this respect, Viscount Haldane held:

> . . . whenever Parliament in an earlier statute has directed its attention to an individual case and has made provision for it unambiguously, there arises a presumption that if in a subsequent statute the Legislature lays down a general principle, that general principle is not to be taken as meant to rip up what the Legislature had before provided for individually, unless an intention to do so is specially declared. A merely general rule is not enough, even though by its terms it is stated so widely that it would, taken by itself, cover special cases of the kind I have referred to . . . . Individual rights arising out of individual treatment are presumed not to have been intended to be interfered with unless the contrary is clearly manifest.

Mr. Justice Riley noted that the University of Alberta was incorporated by an Act of the Alberta legislature in 1906. That statute was reenacted in 1910 and the present powers and discretions conferred upon the board of governors and mentioned above are almost as those found in the 1910 legislation. On the other hand, general statutory provisions for certification of bargaining agents and collective bargaining were introduced in Alberta only in 1937, with the passage of the Freedom of Trade Union Association Act and The Industrial Conciliation and Arbitration Act in 1938, out of which there evolved slowly the present Alberta Labour Act. These later general enactments make no specific reference to the earlier special University Act, which must therefore remain unaffected by their provisions.

In summing up, Mr. Justice Riley stated the general principle that where a subsequent general enactment can be sensibly applied without interfering with, altering or derogating from the special Act, it will be so construed. Hence, without doing violence to the Alberta Labour Act a court can quite properly find that the provisions of Part V of the said Act were not intended to apply at all to the exercise by the board of governors of the University of Alberta, under Section 25 of the University Act, of its powers to hire and dismiss employees and to regulate the terms and conditions of their employment, their rates of pay, pension benefits and so on.

Mr. Justice Riley added that it is quite open to the board of governors of the University to meet and negotiate with its employees and to make agreements with them concerning such matters as abovementioned outside the Alberta Labour Act, and it does, of course, follow that employees of the University are not restricted by the University Act from joining any organization of their choosing. It is merely the collective bargaining machinery provided by Part V of the Alberta Labour Act that is inapplicable.

In conclusion, the Court dismissed *certiorari* application and held that the decision of the Alberta Board of Industrial Relations, to the effect that the University of Alberta employer-employee relations are not subject to Part V of the Alberta Labour Act, did not represent any excess of its jurisdiction and there was no error in law. *National Union of Public Employees, Local 862, v. Board of Industrial Relations and Governors of University of Alberta,* (1963), 42 WWR, Part 9, p. 560.

Recent Regulations under Provincial Legislation

Manitoba raises minimum wage rates. Four provinces issue new apprenticeship regulations. B.C. sets out revised safety standards

In Manitoba, amendments to the regulations under the Employment Standards Act increased minimum wage rates by 9 cents an hour, to 75 cents in urban areas and 70 cents in rural districts.

In Alberta, the first apprenticeship rules for the baking trade were issued, and, in Saskatchewan, the trade of refrigeration and air conditioning was brought under the Apprenticeship and Tradesmen's Qualification Act and the first regulations for the trade were published.

Other new apprenticeship regulations provided for the compulsory certification of barbers in Ontario and of auto mechanics in the Corner Brook area of Newfoundland.

In British Columbia, revised regulations under the Fire Marshal Act set out detailed safety requirements for compressed-gas systems.

Alberta Apprenticeship Act

In Alberta, the Provincial Apprenticeship Board recently issued its first apprenticeship rules for the baking trade, which was declared an apprenticeable trade last October.

In line with the usual practice, the new regulations (Alta. Reg. 230/63, gazetted June 29) lay down requirements with respect to eligibility, term of apprenticeship, quotas, courses of study, certificates of

progress, hours and minimum wages, many of which are similar to provisions in other apprenticeship regulations.

To be eligible for apprenticeship in the baking trade, an applicant must be at least 16 years of age and have completed Grade X or its equivalent. An applicant who has not Grade X standing, however, may be accepted on the recommendation of the Local Advisory Committee and the approval of the Director of Apprenticeship, after appropriate examination.

The term of apprenticeship is the same as for the cooking trade—three years, including the three-month probationary period, with the customary allowance for vocational or technical training, or previous experience in the trade.

The ratio of apprentices to journeymen is one to three, except that an employer who engages one journeyman or who is himself a journeyman may employ one apprentice. If circumstances warrant it, the Local Advisory Committee may also recommend that additional apprentices be employed.

In keeping with other provincial apprenticeship rules, the regulations stipulate that apprentices in the baking trade must attend the prescribed educational classes. The employer, in turn, is obliged to give every apprentice the instruction and practical training necessary to develop a skilled journeyman. By arrangement with the Director, an apprentice may be transferred temporarily to another establishment to learn a branch of the trade not carried on by his employer.

As in other designated trades, an apprentice must pass the prescribed trade tests and examinations, and receive a satisfactory report from his employer and the trade school, before he may be granted an annual certificate of progress or a final certificate of qualification as a journeyman.

During the first 12 months, an apprentice baker must be paid at least 50 per cent of the prevailing journeyman's rate. After 12 months service and successful completion of first-year technical training, the minimum wage payable to an apprentice is 65 per cent of the journeyman's wage, increasing to 80 per cent after 24 months service and successful completion of second-year technical training.

Apprentices are to work the same hours as journeymen.

British Columbia Fire Marshal Act

A major revision of British Columbia's regulations governing the sale, installation, maintenance, carriage and use of compressed-gas systems, issued under the Fire Marshal Act, was gazetted as B.C. Reg. 98/63 on June 27, replacing B.C. Reg. 493/59.

In 17 divisions with 7 appendices, the revised regulations lay down very detailed installation requirements for specific types of appliances and equipment, for cylinder systems and container systems, and for tank trucks and other equipment used to transport compressed gas. In addition, they set out general safety rules designed to protect workmen as well as consumers and the general public.

Earlier administrative control provisions have also been incorporated with some changes. Dealers are again forbidden to sell a compressed-gas system that has not been approved and, as before, every salesman and installer is obliged to see that a permanent marker showing the name of the manufacturer and the trade name is securely attached to every assembled compressed-gas system.

Only approved cylinders, containers and equipment may be used in any compressed-gas system.

Permits are again required before any compressed-gas system may be installed, and a new provision forbids a dealer to supply compressed gas unless he is sure that an installation permit has been obtained.

As before, the regulations forbid any person without a permit to construct or operate a bulk plant, or to operate a service station, or to install any pump or measuring device to be used for the purpose of dispensing compressed gases.

Manitoba Employment Standards Act

Amendments to the regulations under the Manitoba Employment Standards Act, increasing the minimum wage by 9 cents an hour to 75 cents in urban areas and to 70 cents in rural areas, and changing a few other conditions of employment, were gazetted August 3 to take effect from date of publication.

The new minimum rates apply to employees of 18 years and over. For persons under 18, the minimum remains 48 cents an hour, regardless of location.

The only change in geographic coverage is that the urban rate (75 cents an hour) now applies in the local government district of Mystery Lake, as well as in Greater Winnipeg, the cities of Brandon and Portage la Prairie, the towns of Flin Flon and Selkirk, and in summer resorts from May to September.

The section regulating night work of women has been amended, with the result that employers are now required to provide

female employees with free transportation if their work period starts or ends between the hours of 12 midnight and 6 a.m. Formerly, transportation had to be provided only if the shift ended during the period specified.

The provision forbidding an employer to require a female employee to work longer than five hours without a meal period was amended to make it applicable to men as well as women.

Employers who hired employees to do homework were required to notify the Minister of Labour and to maintain records. This section has been repealed.

Newfoundland Apprenticeship Act

New regulations under the Newfoundland Apprenticeship Act applicable to the motor vehicle repair trade in the Corner Brook area were gazetted July 9, to take effect from the date of publication.

Every employer or self-employed person in this area who is engaged in or who employs persons in the motor vehicle or auto body repair trades must register with the Provincial Apprenticeship Board.

Subject to certain exceptions, no person may work as an auto mechanic or auto body repair man after January 1, 1964 unless he holds a certificate of qualification in the trade.

The exceptions are: (1) apprentices; (2) persons between 16 and 21 years of age with authorizations from the Board permitting them to work up to three months in any year without entering into an apprenticeship contract; and (3) tradesmen who have been granted permits to continue working without a certificate of qualification.

Since 1960, auto mechanics in the Avalon Peninsula have been required to hold certificates of qualification.

Ontario Apprenticeship Act

New regulations under the Ontario Apprenticeship Act, providing for the compulsory certification of barbers and laying down requirements for apprentices in the barbering trade, were gazetted as O. Reg. 157 to 159/63 on June 29.

The new regulations implement some of the recommendations of the Select Committee on Manpower Training. Although mainly concerned with apprenticeship in the building trades, the Committee felt that its recommendations for compulsory certification and other changes in the apprenticeship system should be extended also to occupations such as barbering. Its report also recommended that in the barbering and hairdressing trades, provision should be made for complete training in schools as well as under an apprenticeship program.

In line with these recommendations, the system of voluntary certification, previously in effect for barbers, has been replaced by compulsory certification. It is now compulsory for every person engaged in the barbering trade, other than a registered apprentice or a person employed for a probationary period, to hold a certificate of qualification, which must be renewed annually. In Ontario, certificates of qualification are compulsory in only two other trades, motor vehicle repairer and hairdresser.

Except for setting a minimum age of 16, the regulations lay down no qualifications for apprentice barbers. However, the general regulations applicable to apprentices in all the designated trades stipulate that apprentices must have a high school entrance certificate or Grade 8 standing or its equivalent (Revised Regulations of Ontario, Reg. 17).

An apprentice barber must attend the full-time educational day classes in barbering provided at the Provincial Institute of Trades in Toronto.

In addition, the employer must give the apprentice at least 1,280 hours of training each year in the subjects listed in the schedule. These include not only instruction in the skills of the trade, but also subjects such as sanitary science, shop management and professional ethics.

The subjects of examination for an apprentice barber are the subjects prescribed for the course in barbering at the Provincial Institute of Trades and the course of training in the schedule. An applicant for a certificate of qualification must also pass these examinations.

As before a quota is imposed. An employer may hire only one apprentice barber for every five journeymen employed in a shop.

Persons who do not wish to register for training under the apprenticeship program for barbers may, as before, learn the trade by enrolling in a barber school. Such schools are also subject to regulation under the Apprenticeship Act.

Saskatchewan Apprenticeship and Tradesmen's Qualification Act

In Saskatchewan, the trade of refrigeration and air conditioning was added to the list of trades designated under the Apprenticeship and Tradesmen's Qualification Act, effective August 1, and the first trade rules were issued.

In the regulations (O.C. 1083/63, gazetted July 5), the term "refrigeration and air conditioning trade" is defined as the "installation, service maintenance, repair or alteration of refrigeration or air conditioning systems, including brine circuits but not including chilled water circuits."

To obtain a certificate of journeyman's status in the refrigeration and air conditioning trade, an applicant must have at least 8,000 hours of experience in the trade, including time credits for appropriate trade training.

The ratio of apprentices to journeymen in any establishment is one to one, except that an employer who does not employ one journeyman is allowed one apprentice.

A provincial quota is also set. The total number of registered apprentices may not exceed one third of the total number of journeymen engaged in the refrigeration and air conditioning trade in the province.

In line with the practice in other trades, a small shop owner who is not a journeyman and wishes to improve his skill is allowed to enter into a contract of apprenticeship with the Director of Apprenticeship.

Examine Effects of N.Y. Electricians' 25-Hour Week

The New York State Department of Labor has examined the effects of the 25-hour work week won last year by New York City electricians (L.G., March 1962, p. 289).

The 25-hour work week was not as drastic a change as the public thought, the Department pointed out, because the union members in the construction industry were working six hours a day at straight time and one hour at overtime—a total of 35 hours. Under the new contract they work five hours at straight time and one hour of overtime—a total of 30 hours. The actual drop in working time, therefore, was only five hours a week.

To win the hours reduction, the union agreed to various steps to reduce labour costs and committed itself to eliminating the extra hours of overtime that might follow the elimination of five hours from the work week.

The union agreed to stagger starting times to conform to those of other building tradesmen, to accept a secondary pay rate for small residential jobs, and to make changes in its apprenticeships program. It agreed to recruit 1,000 apprentices; at the time of the survey, because of the level of construction activity, about 820 were at work.

The reduction in the work week apparently created between 800 and 1,000 new jobs, which obviously were filled by apprentices; the lower rates paid to apprentices has helped keep labour costs down.

Railway Board of Adjustment

(Continued from page 814)

The agreements are quite identical and no sensible distinction can be made that different documents or different parties are involved. There is the obvious fact that the same agreement between the same parties cannot mean two different things at the same time. It would appear therefore to be reasonable that a later arbitrator should follow the decision of a predecessor on the same agreement if there is to be any finality at all in labour arbitration.

He is not, however, bound to do so, being as free as his predecessor to assess the issues independently; only policy, not law, dictates the desirability of uniformity and finality between the same parties under the same agreement. What should the policy be? Certainly, it should not be to disagree in a close case, even if one would have come to another conclusion if he were the first arbitrator.

But if the later arbitrator is firmly of opinion that the earlier one was wrong and, especially if, as here, he is unable to find in the earlier arbitrator's award any reasoning to support the view with which the later arbitrator disagrees, then it would be a denial of the duty of independent adjudication to follow the earlier award merely to show consistency.

He also said that he was aware that his decision in this case might cause difficulties, "especially in relation to the different position of the locomotive engineers" as affected by his decision in Case No. 810. "But," he said, "one cannot flinch from applying, according to considered conviction, terms of an agreement simply because the consequences may be troublesome for one of the parties."

Monthly Report on Operation of the Unemployment Insurance Act

Claimants for unemployment insurance benefit at end of June were nearly 20 per cent fewer than at end of May but slightly more than total at end of June of last year, statistics show*

Claimants for unemployment insurance benefit numbered 220,300 on June 28. This was nearly 20 per cent below the total of 270,900 on May 31, but slightly above the 214,300 reported for June 29 last year.

Between 35 and 40 per cent of the claimants at the end of June this year had begun to claim during the month.

Initial and Renewal Claims

Initial and renewal claims filed in June numbered 82,800, this being 33 per cent fewer than the 122,900 filed in May and about 10 per cent below the total in June 1962. Some 75,600, or more than 90 per cent, of the 82,800 cases represented separations from employment during the month.

Beneficiaries and Benefit Payments

The average weekly number of beneficiaries in June was estimated at 168,800, compared with 387,600 in May and 190,000 in June last year.

Payments during the month amounted to $16,000,000, compared with $41,100,000 in May and $18,700,000 in June 1962.

The average weekly payment was $23.68 in June, $24.12 in May and $23.45 in June 1962.

Insurance Registrations

Insurance books or contribution cards have been issued to 4,155,421 employees who have made contributions to the Unemployment Insurance Fund at one time or another since April 1.

On June 30, registered employers numbered 336,728, a decrease of 1,083 since May 31.

Enforcement Statistics

During June, 12,398 investigations were conducted by enforcement officers across Canada. Of these 8,795 were spot checks of postal and counter claims to verify the fulfilment of statutory conditions, and 211 were miscellaneous investigations. The remaining 3,392 were investigations in connection with claimants suspected of making false statements to obtain benefits.

Prosecutions were begun in 313 cases, 127 against employers and 186 against claimants.* Punitive disqualifications as a result of false statements or misrepresentations by claimants numbered 1,762.*

Unemployment Insurance Fund

Revenue received by the Unemployment Insurance Fund in June totalled $28,391,-481.17, compared with $27,340,190.23 in May and $27,501,857.13 in June 1962.

Benefits paid in June totalled $15,986,-895.44, compared with $41,146,623.27 in May and $18,709,181.42 in June 1962.

The *debit* balance of the Fund on June 30 was $24,777,135.85; on May 31 it was $37,-181,721.58. On June 30, 1962 there was a *credit* balance of $28,643,838.46. The deficit in May and June this year was covered by loans from the Minister of Finance.

* *See* Tables E-1 to E-4, pages 854-855.

* These do not necessarily relate to the investigations conducted during this period.

In a comparison of current unemployment insurance statistics with those for a previous period, consideration should be given to relevant factors other than numbers, such as the opening and closing of seasonal industries, increase in area population, influence of weather conditions, and the general employment situation. Claimants should not be interpreted either as "total number of beneficiaries" or "total job applicants."

A claimant's unemployment register is placed in the "live file" at the local office as soon as the claim is made. As a result, the count of claimants at any given time inevitably includes some whose claims are in process.

Monthly Report on Placement Operations of the National Employment Service

Vacancies notified by employers to National Employment Service offices during July, some 137,400 in all, showed the usual seasonal increase over the preceding month's total but were lower than that of July a year ago. The decrease from July 1962 of 10.8 per cent was divided almost equally between the sexes: jobs for men dropped 10.6 per cent, and those for women, 11.2 per cent.

Total vacancies during the first seven months of 1963 reached 782,100, some 82,900 short of the number during the same period in 1962, but substantially higher than the numbers reported in the years 1957 to 1961.

Placement activity in NES offices in July followed a similar pattern to that of vacancies. Placements numbered 115,000, of which 73,600 were male and 41,400 female. These figures represent a decrease of 14.8 per cent from July 1962, comprised of a 13.9-per-cent decrease in male placements and a 16.4-per-cent increase in female placements.

Total placements in the first seven months of 1963 numbered 628,700, which was 98,400 fewer than in the same period of 1962 but 48,200 more than those in 1961.

Some 4,700, or 4.0 per cent of the placements in July involved the movement of workers from one area to another.

All five regions show decreased placements compared with those of July 1962, although, with the exception of the Pacific Region, the rate of the year-to-year decrease was much smaller than that in June.

Regionally, July placements, with percentage changes from last year, were as follows:

Atlantic	6,900	— 9.8
Quebec	26,500	—11.5
Ontario	38,700	— 6.1
Prairie	21,200	—16.8
Pacific	21,600	—29.4

Indications are that placement operations are levelling out at a point about midway between those of 1961 and 1962.

Decisions of the Umpire under the Unemployment Insurance Act

Decision CUB 2171, June 3, 1963

Summary of the Main Facts: The claimant filed an initial application for benefit in Toronto on September 5, 1962, and was registered for employment as a labourer. He stated that he had last worked as such with P—— (industrial roofing) in Toronto from August 28 to August 29, 1962, at a rate of $2.10 an hour, 8½ hours a day. He gave the following reason for separation:

I left because the fumes from the pitch made me sick. I can't work with that material any more because it makes me sick to my stomach. I had never used pitch before. I had worked as an asphalt roofer previously. Unemployed from 30 August 1962 to date.

The employer said: "Workman has left because he could not stand pitch, which is frequently used in roofing."

The claimant also stated that, from February 1962 to August 24, 1962, he was employed by O—— (hot asphalt roofing) as a roofer at a wage of $2.10 an hour, and had left this employment because he wanted to take another job.

On September 17, 1962, the insurance officer disqualified the claimant from receipt of benefit (1) from September 2 to September 29, 1962, and (2) from September 2 to October 6, 1962, for having left the aforementioned employments without just cause within the meaning of Section 60(1) of the Act.

On September 21, 1962, the claimant appealed to a board of referees and stated that he had left O—— because he was offered better pay at P—— ($2.75 vs $2.10). His reason for leaving P—— was:

I had to leave P—— because of my health. I was not able to stand the fumes of the pitch that the above company used, it was hurting my eyes as well as my stomach. A fellow worker of mine left P—— for the same reason, and is as far as I know still collecting unemployment insurance. I'm willing to go to a doctor for an examination.

On September 25, 1962, the local office wrote to the claimant requesting medical evidence that he had been required to leave his employment with P——. He was also asked to clarify the fact that the rate of

pay reported by P—— was $2.10 an hour and not $2.75 as the claimant had stated.

On October 4, 1962, the claimant submitted a medical certificate dated October 2, which reads:

. . . I saw him first on the 27th of August 1962 when he complained of irritation and burning of his face, neck, hands and arms . . . . I felt that this skin inflamation, which was quite acute, was the result of something with which he was in contact. I felt that if it should continue or become worse, that he should stop the type of work which he was doing and which was the likely source of the irritant. The inflamation had been present then for four or five days and [was] getting worse.

I saw him again on the 4th of September, at which time he was much improved, but the skin was now dry and scaling. I understand he had stopped work on the 28th August with improvement within two days. I am sure that the source of his trouble was at work. He has not been disabled but certainly cannot work exposed to the same fumes.

On October 9, 1962, the insurance officer obtained from O——, by telephone, the following information:

The claimant worked here off and on for over two years, doing hot asphalt roofing work. He did not show up for work on Monday 27 August 1962 and did not give any reason. He did not ask for an increase in pay nor did he complain to the employer in any other way. This employer heard later [claimant] was working for P——, but as far as O—— knew, he had found this job after leaving his firm.

On the same date, P—— was also contacted, and it said that the claimant's rate of pay was $2.10 an hour. This firm was unable to establish the exact date the claimant was offered employment.

The board of referees first examined the claimant's case on October 23, 1962, and, in view of the conflicting evidence in the dates mentioned in the medical certificate, the hearing of the case was adjourned pending clarification thereof.

The following letter, dated October 25, 1962, was sent to the local office by the claimant's physician:

I have become aware that my letter regarding the above named must be confusing and not contributing nor helpful to you nor my patient. This present letter is being submitted with some corrections and reasons for inaccuracies.

The time that I first saw him was actually on 29 August 1962. I was completing my vacation . . . No notes were made at that time. However, I do recall being in Sault St. Marie on 27 August and I arrived home on the 29th and saw him that same evening.

At that time there was marked redness and thickening of the skin of his face, neck, upper chest and forearms almost to the elbow. I also recall that he complained of throat irritation. I felt that his symptons were due to some irritant to which he had been exposed during the previous several days. I advised him to discontinue the type of work he was doing as it appeared to be the source of his irritation. [The doctor then repeated essentially the last paragraph of his Oct. 2 certificate.]

The claimant was present when the board of referees heard his case in Toronto on November 16, 1962. The board's unanimous decision reads:

The claimant appeared and was accompanied by Mr. A—— as interpreter. The oral evidence brought out the fact that the use of pitch is sometimes specified by a contractor for roofing, although it is not generally used. However, it is not unusual that the occasional roof is put on with this material. The claimant's interpreter agreed that the irritation is usually temporary and passes away within a day or two. The claimant has been in the hot roofing business for a period of over three years. It was felt by the board members that he must have had contact with this material at other times. The board also considered additional evidence in the form of a medical certificate from the claimant's doctor dated Oct. 2/62 and marked exhibit No. 9.

. . . We would therefore agree to the disqualification in question (1), i.e., that he voluntarily left his employment with O—— on 24 August 1962, without just cause, and in regard to question (2), we are agreed that he voluntarily left his employment with P—— on 29 August 1962, without just cause.

. . . The claimant's appeal is dismissed on both counts and the disqualifications imposed by the insurance officer are upheld.

On December 26, 1962, the following additional information was supplied at the request of the local office:

The only difference between these two jobs is in the material used, one is pitch and other tar. The handling of the job, etc., is carried out in the same manner. Pitch apparently has a poisonous ingredient which some people are allergic to. Both jobs performed in same manner as described in D.O.T. under the heading of Roofer (Asphalt, Tar & Gravel).

On January 3, 1963, the claimant's union wrote:

In reference to your letter of December 18, 1962, please be advised that this chap came into the union office looking for work. He made application to join the union and in turn he was sent to work for P——.

Your letter states he was going to be paid $2.75. Our rates for roofers are $3.05, assistants, $2.45 and labourers, $2.10 an hour. It may be possible that this man was hired at the labour rate.

On November 22, 1962, the union appealed to the Umpire. The claimant gave the following as grounds for his appeal:

During the three years I have been working in the roofing business, the first time I ever worked with pitch was with P——. I left my employment with O—— to take employment with P—— to better myself, as [the latter] paid $2.75 an hour and was a closed union shop, while O—— paid only $2.10 an hour and did not have a union contract.

Considerations and Conclusions: There is no proof in the record that when the claimant left his employment with O—— to accept work in his usual occupation with another employer, he knew or should have known (a) that the new employment involved the use of a different kind of

product and (b) that he was allergic thereto. Therefore, as the claimant also had a definite prospect of other continuing employment, I consider that he has shown "just cause" for voluntarily leaving his employment with O—— and decide to remove the disqualification which was imposed on him in respect of the period September 2, 1962 to September 29, 1962.

As to the disqualification which was imposed on the claimant in respect of the period September 2, 1962 to October 6, 1962, there is evidence that, contrary to the finding of the board of referees, the claimant never "had contact with this material (pitch) at other times." As there is satisfactory evidence also that he was very allergic to that substance, I fail to see how he could have continued to work for P—— after August 29, 1962. I consequently decide to remove this disqualification also.

The union's appeal is allowed.

Decision CUB 2184, June 26, 1963

Summary of the Main Facts: The claimant filed an initial application for benefit at the Ottawa local office of the Unemployment Insurance Commission on August 30, 1962, and was registered for employment as a warehouseman. He had worked for C—— from 1952 to July 31, 1962. The claimant's reason for separation from the said employment reads: "I was released due to shortage of work—looking for work since."

According to the application, he followed the occupation of checker and his rate of pay was $1.76 an hour.

In the confirmation of separation (Form UIC 479), the employer gave the following reasons for separation of the claimant:

Due to present physical and mental conditions, was unable to be present at work. Absenteeism caused us to release him. Good worker while at work. If condition improved, possibly would rehire at a later date.

A request for further information regarding the aforementioned separation was sent to the claimant and to the employer by the local office on September 10, 1962. The claimant replied as follows:

I was informed by my foreman at C—— that they were laying me off due to the fact that I was losing too much time by reason of illness, which I was suffering from at the time. I had been under a doctor's care for a period of time before this, and was under severe tension. My doctor at this time told me that I should not be remaining at this type of work as it did not seem to blend with my capabilities or ambitions. If any further information is required, I would be only too pleased to furnish same.

The employer replied:

[Claimant] was informed that any further absenteeism would result in severance of employment with the company. On January 17, 1962, he reported back to work after two days [absence, saying] that he had been off ill. [The company reported additional repeated absences, for most of which time the claimant was paid. Shortly after March 27, he was reported by his doctor to be fully recovered and able to work. Claimant was given several warnings about subsequent continued absenteeism and lateness in reporting for work.] June 26th—off, no pay; July 4th, one half day absent, no pay. He was then advised to take one week's vacation and get himself in fit condition to come back to work and be able to fill his job, or resign. On vacation July 15 to July 21, with pay. The following week, was off two days and was replaced when he did come back.

The insurance officer disqualified the claimant and suspended benefit from August 26, 1962, on the ground that he had failed to prove that he was capable of work, as he became incapable of work by reason of illness before he became entitled to receive benefit (Sections 54(2)(a) and 66 of the Act).

The claimant appealed to a board of referees on October 4, 1962, and said:

. . . 1. I was discharged by my employer on July 29, approximately.

2. I received advice by letter of September 24 that I was disqualified from benefits.

3. Between the above dates, which is nearly two months, at no time was I advised that I could be eligible for benefits by presenting a doctor's certificate certifying that I am or was capable of employment.

4. Had I been conversant with the above information, the necessary papers could have been produced to substantiate my claim.

5. I claim that by the lack of instructions from the employment office, I have been penalized through no fault of my own but rather by lack of direction.

6. As I consider myself capable of employment, and having been steadily employed for the past 11 years without any previous claim, I consider that I should be entitled to some benefits or a type of employment of a satisfactory nature.

I wish to advise that I would be pleased to attend the hearing of this appeal.

P.S. Last week, after being advised that I was not capable of work, I was sent to the second floor for employment, but on presenting myself, was advised that nothing was available, which seems to add another contradiction to my situation.

In the "Submission to Board Referees" (Form UIC 571A), the insurance officer stated:

The insurance officer reviewed the information contained in the claimant's file and that in his appeal, but could effect no change in his original adjudication and noted that, although the claimant is aware that a medical certificate is required, he has to date not produced this document.

The unanimous decision of the board of referees, which heard the case in Ottawa on November 6, 1962, reads:

The claimant appeared before the board. He corroborated the employer's statements regarding his absenteeism. From January 1962 until July 1962, his work record indicated repeated absences due to illness, and [he] finally was discharged. On 7 September 1962, it is to be noted that the employer indicated that if the physical and mental condition of the claimant were to improve, it is possible he would be rehired at a later date. The board pointed this out to the claimant, and further submitted that he should produce a medical certificate from the doctor who attended him between January and July 1962.

. . . The board submits that, from the evidence before us, the claimant has not proven that he was capable of work from the 26 August 1962 and subsequently.

. . . The appeal of the claimant is dismissed and the decision of the insurance officer is upheld.

A medical certificate dated November 6, 1962, which was received on November 20, 1962 reads:

The above-named was under my care from Feb. 7 to April 15, 1962. At the end of that period he was fit to work.

The claimant applied to the chairman of the board of referees for leave to appeal to the Umpire, and said that the insurance officer and the board of referees erred on three counts in finding that the appellant was not capable of work on the 5th of August 1962 in that (1) There was no admissible evidence before them on which such a finding could be made. (2) They had accepted the statement of the employer, who was not a competent person to make definitive statements as to the physical and mental condition of an employee. (3) The officer and the board had accepted the evidence of non-professional persons as to his condition, in preference to the appellant's own evidence.

The claimant added:

It is respectfully submitted that the learned chairman should grant leave to appeal for the following reasons:

1. There are two important questions of principle that should be clearly defined, namely:

(a) Should an insured person be required to submit any evidence other than his personal presence and his own statement that he was fit for work on the relevant day in order to satisfy Section 66 of the Unemployment Insurance Act, when there is no admissible evidence before the insurance officer or the board of referees to the contrary?

(b) Should the insurance officer or the board of referees be free to accept the evidence of nonprofessional persons as to the physical and mental condition of an insured person when determining whether the insured person has complied with Section 66 of the Act?

2. The appellant is an introverted and inexperienced young man with no appreciation of the background or nature of the Unemployment Insurance Commission's necessary administrative procedures, and had no understanding of the significance of the appeal procedure and the documents associated therewith, and was unable to adequately prosecute his appeal in person. [He] is not a member of a labour union or other trade association and hence did not have the advice and counselling that a union member would have in similar circumstances. The appellant has had the advice and assistance of a solicitor since the judgment of the learned board of referees, and will be assisted by counsel in the presentation of his appeal before the learned Umpire.

Leave to appeal to the Umpire was granted to the claimant by the chairman of the board of referees, who stated:

The board concurred with the decision of the insurance officer. The decision was based on the evidence of the employer, the oral evidence and lack of medical evidence submitted by the claimant. The claimant now alleges that the nature, method of adducing and weight of evidence [do] not support the decision. In the opinion of the chairman, there is a fundamental principle involved in this case, i.e., the board may only arrive at a decision based on evidence before them and the onus is on the claimant to produce evidence to support his claim.

The claimant's lawyer wrote a letter to the manager of the local office on January 23, 1963, wherein he said:

. . . I have been in touch with the physician who attended him during his illness last spring, and as this doctor left private practice the 1st of May, he is reluctant to make any statements concerning [claimant] other than that presently on file.

With a view of reinstating [claimant] as an insured person, I arranged to have him examined by his family doctor, who was not involved in the illness last spring because he was out of town at the time [claimant] required attention. I understand that he is aware of the history and he has been good enough to provide us with the enclosed certificate dated the 21st of January.

I believe that this is sufficient evidence to at least reinstate [claimant] as an insured person as of the 1st of January, and I believe that it should support an application for reinstatement as of the 1st of September 1962, or at the latest the 1st of October 1962.

I believe, on consulting your records, you would agree that [claimant] has been most anxious to obtain work and has done everything that your office has required of him in an effort to obtain work. I would again emphasize the fact that his files do not reveal that he is blind in one eye and that he failed to obtain employment from job opportunities opened to him because of the fact that his visual deficiency made him unsuitable . . .

. . . I really believe this young man is deserving of your consideration and I earnestly hope that your insurance officer will see fit to reinstate him as an insured person.

The medical certificate referred to in the above letter is dated January 21, 1963, and reads:

I examined the above named at his home today and find him physically fit to work. He's been able since January 1, 1963. From his history, I believe he was capable of work since September 1962.

The local office notified the claimant in a document dated February 5, 1963 (Form UIC 555D) that his claim for benefit was allowed effective December 30, 1962.

On February 14, 1963, the manager of the local office wrote to the claimant's lawyer and stated:

> . . . On the basis of the further evidence secured, the regional claims office advised as follows. The . . . claim for benefits has been allowed effective the 30th of December 1962. This was based on the medical deposited on the 25th of January 1963. Prior to this medical there was no evidence of capability on file. It is also noted that the doctor has not indicated the nature of the illness nor the reason of his frequent absences from work. It is also noted that he was given a week off in July for rest but was also absent two days in the following week.
>
> It is also pointed out that, unless the claimant can produce strong evidence of capability or a reasonable explanation of his absences from work, no further action can be taken. Based on this new decision, would you please advise whether or not the claimant wishes to proceed with his appeal to the Umpire . . .

The claimant's lawyer replied on February 18, 1963, and said:

> . . . I have discussed the matter with my client and he feels that he would like to proceed with his appeal to the Umpire. We premise this attitude on the fact that it would appear that his absenteeism or his inaccurate statements on his application for benefits could only have resulted at the very most, in my opinion, to a six-week suspension. The reinstatement indicated in the above letter is dated 12 weeks from the date that a suspension would have expired.
>
> As [claimant] is still unemployed and his background indicates limited training for re-employment, I have suggested to him that he consider undertaking further training in the rehabilitation courses presently being [recommended] by the National Employment Service. I have instructed him to inquire of your office on his next weekly visit as to how he may be considered for such training . . .

On April 9, 1963, the claimant's solicitor requested an oral hearing, which was held in Ottawa on May 22, 1963. During the hearing, the claimant's solicitor revealed that the claimant's illness was in the nature of a "nervous breakdown" and that he had not been under medical treatment since April 1962.

Considerations and Conclusions: There are no hard-and-fast rules of general application for deciding whether or not a claimant is capable of work. It is necessary to consider each case on its merits. Section 54(2)(a) of the Act, however, places on a claimant the onus of proving that he is capable of work, i.e., capable of doing work under such conditions that there is a reasonable possibility of his being able to obtain work and to keep and perform it in the ordinary manner (CUBs 267, 1077 and 1787).

As a general rule, when no restrictions appear to be connected with a claimant's declared physical or mental capability for work or with his employability within the normal labour market, the brief statement which he is called upon to make in each weekly report to the local office, viz., "I was capable of, and available for, work on each day . . .," is accepted at its face value and, together with the claimant's registration for work and attendance at the local office as directed, is regarded as sufficient proof of that which is required to be proven under Section 54(2)(a) of the Act. However, mere compliance with the aforementioned requirements cannot be so accepted and so regarded when restrictions on the claimant's employability appear or are found to exist.

One such restriction is when, as in the present case, a claimant has lost his employment by reason of illness, as this fact raises a presumption that he is not capable of work. This presumption, however, may be rebutted by other evidence, particularly medical or other reliable evidence that the claimant is physically or mentally fit for work of a different type or evidence that he has, in fact, been genuinely employed subsequent to his loss of employment by reason of illness.

In the present case, the claimant has adduced no evidence that he was employed subsequent to July 31, 1962. In the first one of the two medical certificates forming part of the record, the doctor states that the claimant was fit to work on April 15, 1962, that is, prior to July 31, 1962. The other medical certificate is merely to the effect that the doctor, who, before January 21, 1963, had never been consulted by the claimant for the illness by reason of which he had lost his employment on July 31, 1962, "believed" that the claimant was capable of work during the period for which he was disqualified from receiving benefit.

The aforementioned evidence, in my view, is not sufficient to rebut the presumption that the claimant was not capable of work during the period in respect of which he was disqualified from receiving benefit under Section 54(2)(a) of the Act.

I consequently decide to dismiss the claimant's appeal.

Wage Schedules Prepared and Contracts Awarded during July

Works of Construction, Remodelling, Repair or Demolition

During July the Department of Labour prepared 251 wage schedules for inclusion in contracts proposed to be undertaken by departments of the federal Government and its Crown corporations in various areas of Canada, for works of construction, remodelling, repair or demolition, and certain services. In the same period, a total of 197 contracts in these categories was awarded. Particulars of these contracts appear below.

In addition, 194 contracts not listed in this report and which contained the General Fair Wages Clause were awarded by Central Mortgage and Housing Corporation and Defence Construction (1951) Limited and the Departments of Defence Production, Public Works and Transport.

A copy of the wage schedule issued for each contract is available on request to trade unions concerned or to others who have a *bona fide* interest in the execution of the contract.

(The labour conditions included in each of the contracts listed under this heading provide that:

(a) the wage rate for each classification of labour shown in the wage schedule included in the contract is a minimum rate only and contractors and subcontractors are not exempted from the payment of higher wages in any instance where, during the continuation of the work, wage rates in excess of those shown in the wage schedule have been fixed by provincial legislation, by collective agreements in the district, or by current practice;

(b) hours of work shall not exceed eight in the day and 44 in the week, except in emergency conditions approved by the Minister of Labour;

(c) overtime rates of pay may be established by the Minister of Labour for all hours worked in excess of eight per day and 44 per week;

(d) no person shall be discriminated against in regard to employment because of his race, national origin, colour or religion, nor because he has made a complaint with respect to alleged discrimination.)

Contracts for the Manufacture of Supplies and Equipment

Contracts awarded in July for the manufacture of supplies and equipment were as follows:

Department	*No. of Contracts*	*Aggregate Amount*
Defence Construction (1951) Limited	1	$413,406.00
Defence Production	143	680,194.00
Post Office	2	10,874.00
Royal Canadian Mounted Police	2	4,107.75
Transport	1	1,214.50

(The labour conditions included in contracts for the manufacture of supplies and equipment provide that:

(a) all persons who perform labour on such contracts shall be paid such wages as are currently paid in the district to competent workmen; and if there is no current rate, then a fair and reasonable rate, but in no event shall the wages paid be less than those established by the laws of the province in which the work is being performed;

The Fair Wages and Hours of Labour legislation of the federal Government has the purpose of insuring that all Government contracts for works of construction and for the manufacture of supplies and equipment contain provisions to secure the payment of wages generally accepted as fair and reasonable in each trade or classification employed in the district where the work is being performed.

The practice of Government departments and those Crown corporations to which the legislation applies, before entering into contracts for any work of construction, remodelling, repair or demolition, is to obtain wage schedules from the Department of Labour showing the applicable wage deemed to be required in the execution of the work. These wage schedules are thereupon included with other relevant labour conditions as terms of such contracts to be observed by the contractors.

Wage schedules are not included in contracts for the manufacture of supplies and equipment because it is not possible to determine in advance the classification to be employed in the execution of a contract. A statement of the labour conditions which must be observed in every such contract is, however, included therein and is of the same nature and effect as those which apply in works of construction.

Copies of the federal Government's Fair Wages and Hours of Labour legislation may be had upon request to the Industrial Relations Branch of the Department of Labour, Ottawa.

(b) the working hours shall be those fixed by the custom of the trade in the district, or if there be no such custom, then they shall be fair and reasonable hours;

(c) overtime rates of pay may be established by the Minister of Labour for all hours worked in excess of those fixed by custom of the trade in the district, or in excess of fair and reasonable hours;

(d) no person shall be discriminated against in regard to employment because of his race, national origin, colour or religion, nor because he has made a complaint with respect to alleged discrimination.)

Wage Claims Received and Payments Made during July

During July the sum of $1,528.16 was collected from four contractors for wage arrears due their employees as a result of the failure of the contractors, or their subcontractors, to apply the wage rates and other conditions of employment required by the schedule of labour conditions forming part of their contract. This amount is for distribution to the 98 workers concerned.

Contracts Containing Fair Wage Schedules Awarded during July

ATOMIC ENERGY OF CANADA LIMITED

Deep River Ont: John Kovacs, exterior painting of houses, garages & heating plant. *Pinawa Man:* Nelson River Construction Ltd, construction of process water mains, stage 1, Whiteshell Nuclear Research Establishment.

CENTRAL MORTGAGE AND HOUSING CORPORATION

Charlottetown P E I: Jack Rawek Ltd, exterior painting of houses (VR 1/48). *Campbellton N B:* C H Boutilier, exterior painting of houses (VR 1/48 & 2/48). *Saint John N B:* Patterson's Ltd, installation of electric ranges, Rockwood Court. *Amos Que:* Yvon Gauthier, exterior painting of housing units. *Montreal Que:* Charney Bros, exterior painting of Montreal North Housing project; Charney Bros, exterior painting of Montreal West housing project; Filterlite All Weather Aluminum Ltd, supply & installation of aluminum storm windows, Benny Farm; Filterlite All Weather Aluminum Ltd, supply & installation of aluminum storm windows, Cloverdale Park Apts; Filterlite All Weather Aluminum Ltd, supply & installation of aluminum storm windows, Les Appartements du Blvd Pie IX; Malaket & Fils, installation of electric ranges, Benny Farm housing project. *Cornwall Ont:* John R Sauve, exterior painting of housing units, Brookdale Terrace. *Lindsay Ont:* Noren Construction Ltd, construction of housing units, site works & landscaping. *Ottawa Ont:* Ottawa Mechanical Services, conversion of heating system, Strathcona Heights. *Pinawa Man:* Brincheski Bros, construction of laterals for 34 houses, AECL Job 46; Evan Contracting Co Ltd, landscaping of housing units (AECL Job 44); Brincheski Bros, construction of water & sewer laterals for 16 housing units (AECL Job 50). *Shilo Man:* J H From Landscape Gardeners, site improvements & planting for houses & school (DND 4/61 & 5/61), Camp.

In addition, this Corporation awarded fourteen contracts containing the General Fair Wages Clause.

DEPARTMENT OF CITIZENSHIP AND IMMIGRATION

Miramichi Indian Agency N B: La Construction Acadienne Ltee, construction of four classroom IDS, Burnt Church Reserve. *Bersimis Indian Agency Que:* Georges Deschenes, construction of 15 basements, Bersimis IR; Michaud & Marcotte Inc, plumbing installation in 15 houses, Bersimis IR. *Pointe Bleue Indian Agency Que:* Regional Asphalte Ltd, construction of driveways, concrete sidewalks, sodding or seeding & chain link fencing, La Tuque IRS. *Seven Islands Indian Agency Que:* L Desrosiers & Freres Inc, interior renovations, Seven Islands IRS. *Walpole Island Indian Agency Ont:* F A Stonehouse & Son Ltd, road construction, Walpole Island IR. *Clandeboye Indian Agency Man:* F W Sawatzky Ltd, construction of one classroom addition & teachers' residence, Little Black River. *Meadow Lake Indian Agency Sask:* Botting & Dent Ltd, renovation of mechanical services, Beauval IRS. *Blackfoot Indian Agency Alta:* C Bolderhey Construction Co, miscellaneous repairs to Old Sun IRS. *Lesser Slave Lake Indian Agency Alta:* R R Cunningham Construction, construction of five Indian homes, Sturgeon Lake Reserve. *Saddle Lake Indian Agency Alta:* Gordy's Construction, gravelling of roads, Saddle Lake IR. *Stony-Sarcee Indian Agency Alta:* Reimer & Brunner Builders Ltd, construction of six Indian homes, Sarcee Reserve. *Babine Indian Agency B C:* Stevenson Construction Co Ltd, construction of two classroom addition & staff residence for Kispiox Reserve IDS. *Kamloops Indian Agency B C:* Ocean Park Plumbing & Heating Ltd, plumbing improvements, Kamloops IRS.

DEFENCE CONSTRUCTION (1951) LIMITED

Hopedale (Labr) Nfld: Pinsent Construction Co Ltd, structural modifications to radar towers. *Summerside P E I:* Kenneth Mills, ground development (seeding & sodding), RCAF Station. *Cornwallis N S:* Mosher & Rawding Ltd, construction of boat landing facilities, Annapolis Royal, HMCS *Cornwallis. Dartmouth N S:* Malach Roofing & Flooring Ltd, repairs to roof of hangar, RCNAS *Shearwater. Halifax N S:* Canadian Comstock Co Ltd, replacement of cast iron valves, HMCS *Stadacona. Shelburne N S:* Kenney Construction Co Ltd, structural & mechanical repairs to cradle in marine railway drydock, Naval Base. *Sydney N S:* Western Plumbing & Heating Co Ltd, replacement of cast iron valves, Point Edward Naval Base; Conniston Construction Co Ltd, replacement of traverses, Point Edward Naval Base. *Chatham N B:* Cambrian Construction Ltd, construction of workship bldg with services, RCAF Station. *Moncton N B:* Morin & Plante Co Ltd, re-roofing hangars Nos 1 to 7 inclusive & drill hall bldg No 16, Lakeburn. *Bagotville Que:* Malach Roofing & Flooring Ltd, roofing of hangar No 5, RCAF Station; Provincial Construction Co, sand sealing & repairs to runway 18-36, RCAF Station. *Moisie Que:* Conniston Construction Co Ltd, construction of timber retaining wall, RCAF Station. *Valcartier Que:* Grinnell Co of Canada Ltd, installation of automatic sprinkler system in Command Medical Depot, Camp. *Camp Borden Ont:* Varcoe Bros Ltd, resurfacing of roads. *Kingston Ont:* Roseboro Construction & Equipment Ltd, renovation of indoor rifle range, bldg No 25, RMC; McBride & Marrison, installation of stairways to attics in 153 PMQs & replacement of heating ducts in 92 PMQs, Fort Henry Heights; T A Andre & Sons Ltd, renovation of washrooms, Bldg B-2, Vimy Barracks. *Petawawa Ont:* Burnley Contracting Co Ltd, exterior painting of 776 PMQs & two bldgs, Camp Econo Heating (Ottawa) Ltd, installation of forced air oil furnaces in 98 MQs, Camp; Dominion Bridge Co Ltd, construction of elevated water tank, Camp. *Shilo Man:* A W Homme Ltd, erection & completion of Steelox type bldgs, Camp. *Winnipeg Man:* Malcom Construction Co Ltd, construction of two stores bldgs, Fort Osborne Barracks. *Boundary Bay B C:* Continental Painters & Decorators Ltd, exterior painting of 97 PMQs. *Comox B C:* Cochrane Fuel & Trucking Ltd, grading & seeding, RCAF Station. *Esquimalt B C:* Farmer Construction Ltd, alterations to Bldg 27, HMC Dockyard. *Vancouver B C:* Fred Welsh & Son Ltd, replacing wood stave water line, Jericho Beach.

In addition, Defence Construction (1951) Ltd awarded two contracts containing the General Fair Wages Clause.

DEPARTMENT OF DEFENCE PRODUCTION

Goose Bay (Labr) Nfld: Canadian Vickers Ltd, repairs to refractory linings, insulation & outer casing of boiler, heating plant. *Summerside P E I:* Arnold Cameron, interior painting of 21 PMQs, RCAF Station. *Cornwallis N S:* L W Jackson & Son, renewal of hot-water storage tanks, Bldgs 34-6, 34-9 & 34-10, HMCS *Cornwallis. Greenwood N S:* G W Sampson Construction Co Ltd, interior painting of PMQs, RCAF Station *Greenwood. Halifax N S:* Charles W Marriott, landscaping & construction of concrete walks, PMQ area, Windsor Park; Northern Roofing & Metal Workers (1961) Ltd, renewal of roofing & flashings, Bldg 19, HMC Dockyard. *Bagotville Que:* Lajoie & Frere Enr, replacing roofs on two bldgs, RCAF Station; Potvin & Simard Enr, paving of roads, RCAF Station. *Hull Que:* Cameron & Turner Reg'd, re-roofing of Armouries. *Levis Que:* Albert Tavara, painting of Armoury. *Montreal Que:* Charles Duranceau Ltd, repair & resurfacing of concrete ramps & loading platforms at No 4 Works Coy, RCE, 6769 Notre Dame St E; Beaver Asphalt Paving Co Ltd, resurfacing roads in depot area, No 4 Works Coy, RCE, 6769 Notre Dame St E. *Quebec Que:* Marbo Enr, installation of sirens. *Valcartier Que:* A P Green Firebrick Co Ltd, repairs to boiler room, CARDE; Beaver Asphalt Paving Co Ltd, seal coating of paved roads at Camp. *Angus Ont:* West Electrical Contractors Ltd, replacing Hydro poles at 13X Depot Detachment, RCAF Station. *Camp Borden Ont:* L T Bristow Plumbing & Heating Ltd, installation of air conditioning unit in No 8 hangar, RCAF Station. *Centralia Ont:* Cardinal Painting & Decorating Co Ltd, interior painting of PMQs, RCAF Station; Walmsley Bros Ltd, repairing, widening & resurfacing of PMQ driveways, RCAF Station. *London Ont:* Len J McCarthy, exterior painting of PMQs. *Petawawa Ont:* Dibblee Construction Co Ltd, repairs to landing strips, Camp. *Picton Ont:* Wm Kuypers, waterproofing & repairs to concrete caps, Camp; Arthur A Sills & Son Ltd, roof repairs, Camp. *Toronto Ont:* Warren Bituminous Paving Co Ltd, resurfacing roads, walks & parking area, RCAF Staff College. *Fort Churchill Man:* Federal Joint Sealing Co (Canada) Ltd, routing & cleaning of cracks & application of asphalt compound, RCAF Station. *Shilo Man:*

Fort Rouge Floor Surfacing & Building Maintenance, refinishing hardwood floors in PMQs, Military Camp; Nationwide Steeplejacks, repainting of jump tower, two water towers & two signal masts, Camp; Klean Rite Services, cleaning furnace duct work in PMQs, Camp. *Edmonton Alta:* Dominion Gunite Ltd, raising, levelling & repairing sidewalks & steps, Griesbach Barracks; Roof, Floor, Wall Maintenance Ltd, repairs to built-up roofs & copings at Griesbach Barracks. *Victoria B C:* Plaza Paint Pot, exterior painting of PMQs, Work Point Barracks.

In addition, this Department awarded 117 contracts containing the General Fair Wages Clause.

NATIONAL CAPITAL COMMISSION

Hawthorne Ont: Malloff Ltd, construction of railway bridge over Green Creek.

NATIONAL HARBOURS BOARD

Montreal Que: Charles Duranceau Ltee, construction of north-west approach, section 1A, Champlain Bridge. *Quebec Que:* Frs Marquis Ltee, construction of grain elevator annex. *Churchill Man:* The Carter Construction Co Ltd, construction of machine shop & warehouse bldg.

PROJECTS ASSISTED BY FEDERAL LOAN OR GRANT

Cooksville Ont: Harrison Construction (Ontario) Ltd, construction of sanitary trunk collector sewer on Atwater Ave from Cawthra Rd to South Westerly limit. *Newmarket Ont:* Russell Construction Ltd, construction of sludge sewage treatment plant. *Charleswood Man:* Nelson River Construction Ltd, construction of sewage lagoon. *Lac du Bonnet Man:* R B McLeod & Co Ltd, construction of sewage treatment facilities. *Pilot Mound Man:* Borger Bros (1963) Ltd, construction of sewage treatment facilities. *Rossburn Man:* Rans Construction Co Ltd, construction of sewage treatment facilities. *Winnipeg Man:* Peter Leitch Construction Ltd, extensions to north end sewage treatment plant (contract "A," primary treatment works).

DEPARTMENT OF PUBLIC WORKS

Burnt Point (Long Cove) Nfld: H Drover & Co Ltd, construction of breakwater. *Englee Nfld:* Twillingate Engineering & Construction Co Ltd, reconstruction of canal wall. *La Scie Nfld:* Babb Construction Ltd, breakwater repairs. *Lewisporte Nfld:* M & T Construction Co Ltd, construction of RCMP detachment bldg. *Main Brook Nfld:* Gid Sacrey Ltd, wharf repairs. *Miles Cove Nfld:* Pelley Enterprises Ltd, construction of landing wharf. *Roddickton Nfld:* Gid Sacrey Ltd, shed replacement. *St Anthony Bight Nfld:* Gid Sacrey Ltd, breakwater reconstruction. *Spoon Cove Nfld:* H Drover & Co Ltd, wharf reconstruction. *Georgetown P E I:* Matheson & MacMillan Ltd, paving of railway wharf. *Launching Pond P E I:* Edmond A Arsenault, repairs to north breakwater. *Little Sands P E I:* Douglas & MacEwen, repairs to north breakwater. *Robinson's Island (Rustico) P E I:* Edward MacCallum, beach protection. *Rock Point P E I:* Edmond Arsenault, breakwater repairs. *Alder Point N S:* MacDonald & MacKeigan, construction of wharf. *Bay Du Vin River N B:* Wm J Kerr Ltd, wharf repairs. *Cap Rouge Que:* Les Entreprises Cap Diamant Ltee, construction of protection works (Lot 169-29P); Les Entreprises Cap Diamant Ltee, construction of protection works (Lot 70). *Gaspe (Sandy Beach) Que:* Elias Blouin, wharf maintenance & improvements. *Gatineau Que:* Modern Building Cleaning Services of Canada Ltd, interior cleaning of Post Office Bldg. *Les Mechins Que:* Yvon Verreault, wharf repairs. *Mont Louis Que:* Jean Paul Lapointe, Commercial Wharf repairs (lighting system). *Montreal Que:* Auguste Lessard Construction Ltee, construction of Hochelaga postal station. *Perce Que:* Grande Riviere Construction Enrg, construction of protection works. *Quebec Que:* Maurice Laverdiere Inc, mechanical alterations in New Postal Terminal; Les Entreprises "Luber," stucco repair, exterior repainting & window replacement, Governor General's Residence, The Citadel; Cambrian Construction Ltd, alterations to old postal terminal. *Riviere du Loup Que:* Construction St Patrice Inc, wharf repairs; Tracy Construction Inc, wharf improvements (ferry facilities). *St Andre de Kamouraska Que:* Construction St Patrice Ltee, reconstruction of inclined plane. *St Augustin (Plage St Laurent) Que:* Paul Emile Alain, construction of protection works (Lot No 537-23). *St Ours sur Richelieu Que:* Welco Construction Inc, construction of retaining wall. *St Simeon Que:* T C Gorman Construction Co Ltd, construction of ferry facilities. *Sorel Que:* Sorel Mill & Builders Supply Ltd, construction of gangway in Yacht Basin. *Tadoussac (Anse Tadoussac) Que:* Lucien Tremblay, wharf repairs. *Collin's Bay Ont:* G A Crowe Construction, wharf repairs. *Gravenhurst Ont:* Wilbert Lloyd Jackson,

interior cleaning of new post office bldg. *Midland Ont:* Wilchar Construction Ltd, construction of federal bldg. *Niagara-on-the-Lake Ont:* Bar-Way Marine Ltd, construction of Customs wharf. *Oshawa Ont:* Alnor Earthmoving Ltd, harbour improvements—approach road to & filling behind east harbour wharf. *Ottawa Ont:* J R Statham Construction Ltd, general alterations, Sir Charles Tupper Bldg, Confederation Heights; Independent Coal & Lumber Co Ltd, removal of ashes from the CEF, Cliff St, Confederation Heights, Plouffe Park & Tunney's Pasture; R & R Construction, alterations & additions to washroom facilities for ground floor, Supreme Court Bldg; Honeywell Controls Ltd, improvements to heating system, Food & Drug Laboratory, Tuney's Pasture; Beaudoin Construction Ltd, roof repairs, RCMP Headquarters Bldg, Tremblay Road. *Parry Sound Ont:* Stellmar Contracting Co Ltd, repairs to wharf approach (smelter wharf). *Port Credit Ont:* Tru-Line Construction Co Ltd, harbour improvements (fenders). *Churchill Man:* The Carter Construction Co Ltd, roofing, fire protection & painting, RCMP Detachment Quarters. *Winnipeg Man:* Westeel Products Ltd, repairs to helicopter landing, roof area, General Post Office Bldg. *Jasper National Park Alta:* J A Moulson Construction Ltd, grading, culverts & base course, Mile 115-125, Banff-Jasper Highway; Standard Gravel & Surfacing of Canada Ltd, paving, Mile 125-140, Banff-Jasper Highway. *Bella Bella B C:* D Robinson Construction (1952) Ltd, construction of school & residence, Bella Coola Agency. *Mansons Landing B C:* Greenlees Piledriving Co Ltd, float & gangway renewal. *New Westminster B C:* Dawson & Hall Ltd, addition to bldg, Segregation Area B7, B C Penitentiary. *Refuge Cove B C:* Greenlees Piledriving Co Ltd, float renewal & extension. *Sidney B C:* Greenlees Piledriving Co Ltd, harbour improvements (Beacon Ave). *Sointula B C:* L K Creelman Co Ltd, approach & float renewal. *Steveston B C:* Greenlees Piledriving Co Ltd, construction of mooring facilities & dredging for Dredge 322 equipment. *Fort Good Hope N W T:* A W Homme Ltd, installation of bulk oil storage facilities. *Fort Simpson N W T:* Poole Construction Co Ltd, construction of apartment bldg & bungalow. *Fort Smith N W T:* Russell's Painting & Decorating, repainting of federal housing units. *Yellowknife N W T:* Russell's Painting & Decorating, repainting of federal housing units. *Whitehorse Y T:* Whitehorse Painting & Decorating, interior repairs & repainting of residences at Riverdale & Valleyview subdivisions.

In addition, this Department awarded 52 contracts containing the General Fair Wages Clause.

THE ST. LAWRENCE SEAWAY AUTHORITY

Beauharnois Que: Annett Chemicals Ltd, chemical grouting of No 1 fender boom & lower crossover tunnel, Upper Lock. *Near Cote Ste Catherine Que:* Grant-Mills Ltd, construction of mooring facilities at Station 937+00, South Shore Canal. *St Lambert Que:* Hill-Clark-Francis (Quebec) Ltd, supply & erection of steel frame bldg, St Lambert Lock; Concrete Repairs & Waterproofing Co Ltd, grouting of cable galleries & crossover tunnel, St Lambert Lock. *Cornwall Ont:* Sprayturf Ltd, seeding of landscaped areas, Cornwall Island Approaches, International Bridge.

DEPARTMENT OF TRANSPORT

Gander Nfld: Coast to Coast Painters Ltd, modifications to incinerator chimney, International Airport. *St John's (Torbay) Nfld:* Nordbec Construction Inc, construction of VOR bldgs & services, Airport. *Fourchu Head N S:* G J Forgeron, construction of dwelling. *Halifax N S:* Diamond Construction (1961) Ltd, resurfacing of existing hard surfacing, International Airport. *Point Prim N S:* Central Construction Co, construction of various bldgs & demolition of existing combined dwelling, light tower, etc, Lightstation. *Sydney N S:* Lynk Electric Ltd, relocation of North Sydney Marine Station. *Fredericton N B:* E J Ludford Line Construction Ltd, replacing approach lighting towers on approaches 15 & 33, Airport. *Saint John N B:* McNamara Construction of Nova Scotia Ltd, extension of runway 05-23, Airport. *Blanc Sablon Que:* Nordbec Construction Inc, establishment of NDB bldg & services. *Grindstone Island M I Que:* Frank Delaney, construction of two dwellings & related work. *Montreal Que:* Arno Electric Reg'd, installation of underground power supply, International Airport; Lackie Bros Ltd, dismantling of AASR tower & transportation & re-erection at London, Ont. *St Eustache, St Jean & Sherbrooke Que:* Arno Electric Reg'd, modifications to VOR bldgs & associated work. *Sept Iles Que:* H J O'Connell Ltd, resurfacing runways 14-32, 10-28, taxiways & aircraft apron & surface treatment of runway 6-24, Airport. *Malton Ont:* Kovacs Construction Co Ltd, construction of post office bldg, Toronto International Airport. *Sault Ste Marie Ont:*

(Continued on page 840)

Consumer Price Index, August 1963

The consumer price index (1949=100) rose 0.3 per cent from 133.5 to 133.9, a new high, between July and August. The August index was 1.9 per cent above the August 1962 index of 131.4.*

Increases occurred in the food, housing, clothing, transportation, and health and personal care indexes. The recreation and reading index was unchanged and the tobacco and alcohol index declined fractionally.

The food index rose 0.5 per cent, from 132.5 to 133.2, as higher prices were recorded for a wide range of items, including bread, milk, eggs, beef and pork. Price declines were generally limited to sugar, coffee, poultry and most fresh fruits and vegetables, particularly tomatoes.

The housing index increased 0.3 per cent, from 135.9 to 136.3. A rise in the shelter component outweighed a decline in the household operation component. In shelter, rents were unchanged but the home-ownership index was up as several items increased, including fire insurance rates. The drop in the household operation index reflected sale prices for furniture as well as lower prices for floor coverings and utensils and equipment. Prices were higher for textiles and household supplies and services, including insurance on household effects.

The clothing index increased 0.2 per cent, from 115.7 to 115.9, as higher prices for men's and women's wear and piece goods offset decreases for children's wear. The footwear index was unchanged.

The transportation index increased 0.2 per cent, from 140.7 to 141.0. Higher prices for gasoline in most areas of Canada offset fractionally lower prices for 1963 model cars and minor price decreases for automobile rates in some Maritime cities.

The health and personal care index rose 0.1 per cent, from 162.6 to 162.8, as a result of generally higher prices for pharmaceuticals and personal care items.

The recreation and reading index was unchanged at 148.8. Price increases for bicycles and admissions to sporting events in the recreation component were balanced by lower prices for camera film.

The tobacco and alcohol index declined 0.1 per cent, from 118.2 to 118.1. Fractional decreases in cigarette prices balanced somewhat higher prices for alcoholic beverages.

* *See* Table F-1, page 857.

City Consumer Price Indexes, July 1963

Consumer price indexes (1949=100) rose in eight of the ten regional cities between June and July.* In Halifax the index was unchanged; in Saint John it declined.

Increases ranged from 0.2 per cent in Edmonton-Calgary to 0.8 per cent in St. John's; the decline in Saint John was 0.1 per cent.

Indexes for food rose in all cities, the increases ranging from 0.8 per cent in Saint John to 2.6 per cent in Toronto. Indexes for housing were lower in eight cities, higher in one and unchanged in one. Clothing indexes rose in two cities, fell in three, and remained unchanged in five. The transportation and health and personal care indexes were higher in three cities, lower in four, and unchanged in three. Recreation and reading indexes rose in six cities, fell in three, and remained unchanged in one. The tobacco and alcohol index rose in Winnipeg; in all other cities it was unchanged.

Regional consumer price index point changes between June and July were: St. John's +0.9 to 120.9†; Toronto +0.9 to 135.5; Winnipeg +0.8 to 130.9; Ottawa +0.7 to 134.5; Montreal +0.6 to 133.4; Saskatoon-Regina +0.6 to 129.0; Vancouver +0.5 to 132.3; Edmonton-Calgary +0.2 to 127.8; Saint John —0.1 to 134.0. Halifax remained unchanged at 132.0.

Wholesale Price Index, July 1963

Canada's general wholesale index (1935-39=100) rose 0.2 per cent in July to 246.2 from 245.8 in June, and was 2.0 per cent above the July 1962 index of 241.4.

Five major group indexes advanced in July, two declined, and one was unchanged.

The animal products group index rose 1.6 per cent to 261.6 from 257.5, the wood products group index rose 0.4 per cent to 324.5 from 323.2, and the non-ferrous metals group index climbed 0.4 per cent to 197.8 from 196.9. The index for non-metallic minerals products group edged up 0.2 per cent to 189.0 from 188.6 and the iron products group also 0.2 per cent to 253.5 from 253.2.

The textile products group index dropped 0.8 per cent to 246.3 from 248.2, and the vegetable products group index declined 0.7 per cent to 230.3 from 232.0.

The chemical products group index was unchanged at 190.4.

* *See* Table F-2, page 857.

† On base June 1951=100.

The price index of farm products (1935-39=100) advanced 0.3 per cent, from 229.0 to 229.8, in the four weeks ended July 26. The animal products index rose 1.2 per cent, from 283.4 to 286.3, reflecting higher prices on both eastern and western markets for eggs, steers, hogs and raw wool, and for cheesemilk in the East. Sharp decreases occurred for lambs, and more moderate declines for calves both east and west. The field products index eased 0.9 per cent, from 174.9 to 173.3, as lower prices for oats, rye, wheat and barley in the East, and hay on both markets offset increases for potatoes both east and west, peas in the East, and flax in the West.

The residential building materials price index (1935-39=100) advanced 3.2 per cent in July to 312.5 from 302.9 in June. On the 1949=100 base, it moved up to 137.1 from 132.9.

The non-residential building materials price index (1949=100) rose 2.5 per cent to 137.6 from 134.3.

U.S. Consumer Price Index, July 1963

The United States consumer price index (1957-59=100) advanced 0.5 per cent in July, moving up to 107.1 from 106.6. It was the second sharp advance in two months—the increase in June was 0.4 per cent—and moved the index to a record high.

Increased food prices were the largest single factor in the rise during the month.

British Index of Retail Prices, June 1963

The British index of retail prices (Jan. 16, 1962=100) was unchanged at 103.9 between mid-May and mid-June.

Publications Recently Received in Department of Labour Library

The publications listed below are not for sale by the Department of Labour. Persons wishing to purchase them should communicate with the publishers. Publications listed may be borrowed by making application to the Librarian, Department of Labour, Ottawa. Students must apply through the library of their institution. Applications for loans should give the number (numeral) of the publication desired and the month in which it was listed in the LABOUR GAZETTE. List No. 179

Annual Reports

1. BRITISH COLUMBIA. DEPARTMENT OF INDUSTRIAL DEVELOPMENT, TRADE, AND COMMERCE. *Report for the Year ended December 31, 1962.* [Victoria?] Queen's Printer, 1963. Pp. 43.

2. CANADA. CIVIL SERVICE COMMISSION. *Annual Report, 1962.* Ottawa, Queen's Printer, 1963. Pp. 35.

3. CANADA. DEPARTMENT OF CITIZENSHIP AND IMMIGRATION. STATISTICS SECTION. *Immigration Statistics, 1962.* Ottawa, 1963. Pp. 29.

4. CANADA. DEPARTMENT OF LABOUR. ECONOMICS AND RESEARCH BRANCH. *Strikes and Lockouts in Canada, 1961.* Ottawa, Queen's Printer, 1963. Pp. 33.

5. CIVIL SERVICE ASSOCIATION OF CANADA. OTTAWA-HULL LOCAL COUNCIL. *Annual Report, 1962.* Ottawa, 1962. Pp. 16, 11.

6. MANITOBA. DEPARTMENT OF INDUSTRY AND COMMERCE. *Annual Report, Department of Industry and Commerce and Manitoba Development Authority for Period ending March 31st, 1962.* Winnipeg, 1963. Pp. 49.

7. ONTARIO. WORKMEN'S COMPENSATION BOARD. *Annual Report, 1962.* Toronto, Queen's Printer, 1963. Pp. 107.

Economic Conditions

8. CANADIAN INSTITUTE ON PUBLIC AFFAIRS. *Economic Planning in a Democratic Society?* [Report of the] 9th Winter Conference. Edited by T. E. H. Reid. Toronto, University of Toronto Press, 1963. Pp. 88.

Conference held in Toronto, February 8-10, 1963. Sponsored by the C.I.P.A. and the CBC.

The articles in this book fall into three sections: the compatability of economic planning with free enterprise; the nature of economic planning; and, what kind of economic planning for Canada?

9. NATIONAL INDUSTRIAL CONFERENCE BOARD. *Jobs, Profits, Economic Growth.* Prepared for the 47th

Annual Meeting of the Conference Board, May 15th, 16th and 17th, 1963, the Waldorf Astoria. New York, 1963. Pp. 34.

10. NATIONAL INDUSTRIAL CONFERENCE BOARD. *Managing Capital Expenditures,* by Norman E. Pflomm. New York, c1963. Pp. 148.

Reports the experience of 346 manufacturing companies in the management of capital expenditures. Contains separate chapters on each of the major functions of capital expenditure control: capital budgeting, authorizing penditures, monitoring projects in progress, and post-completion auditing. Another chapter examines "the various techniques employed to measure project profitability and discusses the pros and cons of each." Uses case studies throughout the report.

Fringe Benefits

11. HENLE, PETER. *Current Trends in Fringe Benefits. [An Address] before Labor-Management and Capital Planning Conference . . . Chicago, March 16, 1962.* Washington, 1962. Pp. 18.

12. U.S. BUREAU OF LABOR STATISTICS. *Employer Expenditures for Selected Supplementary Remuneration Practices for Production Workers in Mining Industries, 1960.* Washington, GPO, 1963. Pp. 78.

"Provides estimates of expenditures for selected supplementary practices in 1960 in the [U.S.] mining industries."

13. U.S. OFFICE OF WELFARE AND PENSION PLANS. *Welfare and Pension Plans Statistics, 1960.* Washington, 1963. Pp. 21.

The Welfare and Pension Plan Disclosure Act (U.S.), which took effect January 1, 1959, stipulated that the administrator of each welfare and pension plan must file an annual report on the plan with the Secretary of Labor within 120 days after the end of the fiscal or policy year of the plan. "These annual reports must contain, among other data, the amount of contributions made to the plan by employers and by employees, the amount of benefits paid under the plan, the assets of the plan, the amount paid in insurance premiums, and the number of employees covered by the plan." This booklet contains tables for plans for which reports were filed in 1960.

Incentive Plans

14. BROWN, WILFRED BARLES DUNCAN. *Piecework Abandoned; the Effect of Wage Incentive Systems on Managerial Authority.* London, Heinemann, 1962. Pp. 119.

The author, chairman of the Glacier Metal Company, explains why his company abandoned the piecework system and changed to hourly rates.

15. CANADIAN LABOUR CONGRESS. RESEARCH DEPARTMENT. *Off-Shift Bonus Clauses in Manufacturing and Mining.* [Ottawa, 1960?] Pp. 29

16. CARNER, DONALD C. *A Program for Hospital Incentives.* Madison, Wis., Center for Productivity Motivation, School of Commerce, University of Wisconsin, 1962. Pp. 70.

The author describes an incentive plan (Memorial Employees Retirement Incentive Trust [MERIT]) in effect at the Memorial Hospital of Long Beach, Calif., whereby retiring employees receive a lump sum of money or an annuity as desired.

Industrial Disputes

17. EDITORIAL RESEARCH REPORTS. *Strike Action and the Law,* by Richard L. Worsnop. [Washington] 1963. Pp. 67-83.

An examination of present American labour legislation as it touches on industrial disputes, with proposed changes that have been suggested by various individuals and bodies.

18. U.S. BUREAU OF LABOR STATISTICS. *Work Stoppages, Metropolitan Areas, 1952-61.* [Washington, n.d., 1963?] Pp. 25.

Contains statistics about the number of stoppages, workers involved, and man-days of idleness for about 200 metropolitan areas.

Industry—Location

The following two surveys were prepared and published by the Industrial Development Branch of the Department of Industry and Development of the Province of Alberta in Edmonton in 1963.

19. *Survey of [Town of] Brooks.* Rev. 1962. Pp. 14.

20. *Survey of [Town of] Olds.* Rev. 1962. Pp. 15.

International Agencies

21. CANADA. DEPARTMENT OF EXTERNAL AFFAIRS. *Canada and the United Nations, 1961.* Ottawa, Queen's Printer, 1962. Pp. 133.

22. EUROPEAN COMMUNITIES. INFORMATION SERVICE. *The Facts, Common Market, Coal and Steel Community, Euratom.* Brussels, 1962. Pp. 24.

23. EUROPEAN CONFERENCE OF MINISTERS OF TRANSPORT. *Eighth Annual Report.* Paris, 1962. Pp. 86.

Describes activities in the year 1961.

24. UNION FOR THE CO-ORDINATION OF THE PRODUCTION AND TRANSMISSION OF ELECTRICITY. *Ten Years of Activity, 1951-1961.* Paris, Organization for Economic Co-operation and Development [1962?] Pp. 32 [4].

Text in English and French in parallel columns.

The Union consists of 42 members from 8 European countries (Austria, Belgium, France, Italy, Luxemburg, the Netherlands, Switzerland and West Germany). The aims of the organization are "1. To keep electricity supply operators informed of the latest developments in

generating equipment and transmission lines; 2. To find better ways of running interconnected plans in parallel; 3. To press for administrative measures in favor of international power exchange."

Labour Laws and Legislation

25. INTERNATIONAL ASSOCIATION OF GOVERNMENTAL LABOR OFFICIALS. *Labor Laws and their Administration. Proceedings, 45th Convention of the International Association of Governmental Labor Officials, Little Rock, Ark., August 27-30, 1962.* Washington, GPO, 1963. Pp. 202.

26. PARKER, REGINALD. *A Guide to Labor Law; Basic Facts, Questions and Answers, Pertinent Statutes.* New York, Praeger, 1951. Pp. 134.

Partial Contents: The History of Labor Law: a Summary. Outline of the Taft-Hartley Act of 1947. Outline of the Labor-Management Reporting and Disclosure Act of 1959. Collective Bargaining in General Selection of the Union's Bargaining Representative. The Collective-Bargaining Agreement. Employer Unfair Labor Practices. Union Unfair Labor Practices. Union Liability. The Impact of the Labor-Management Reporting and Disclosure Act of 1959.

Labour Organization

27. CANADIAN MARITIME UNION. [*Proceedings of*] *First Biennial Convention held at Canadian Labour Congress Headquarters, Ottawa, Ontario, February 9th and 10th, 1963.* Ottawa, 1963. Pp. 25.

28. FOENANDER, ORWELL DE RUYTER. *Trade Unionism in Australia, Some Aspects.* Sydney, Law Book Co. of Australasia, 1962. Pp. 215.

An examination of trade unions and trade union legislation in Australia.

29. INTERNATIONAL LONGSHOREMEN'S AND WAREHOUSEMEN'S UNION. *The ILWU Story; Three Decades of Militant Unionism.* 2d ed. San Francisco, 1963. Pp. 88.

30. LITWACK, LEON F. Ed. *The American Labor Movement.* Englewood Cliffs, N.J., Prentice-Hall, 1962. Pp. 176.

A book of readings giving some idea of the development of the American labour movement. It includes excerpts from Congressional hearings, editorials and periodical articles.

Labouring Classes

31. THE DUKE OF EDINBURGH'S COMMONWEALTH STUDY CONFERENCE ON THE HUMAN CONSEQUENCES OF THE CHANGING INDUSTRIAL ENVIRONMENT IN THE COMMONWEALTH AND EMPIRE. 2nd, CANADA, 1962. *Conference across a Continent; an Account.* Toronto, Macmillan, 1963. Pp. 521.

Conference held May 13-June 6, 1962.

Nearly 300 men and women from 37 Commonwealth countries and territories travelled from Montreal to Vancouver visiting various communities where there was a single industry, a dominant industry, or diversified industries. Delegates representing management and labour studied the problems of people and the communities in which they lived in relation to the industrial environment.

32. EDITORIAL RESEARCH REPORTS. *Retraining for New Jobs,* by William B. Dickinson. [Washington] 1962. Pp. 775-792.

A brief look at retraining programs for unemployed workers, both in the U.S. and in Europe.

33. FARMER-LABOUR-TEACHER INSTITUTE. *A Report of the Fifteenth Annual Farmer-Labour-Teacher Institute, Presented by Saskatchewan Occupational Group Council, June 29-July 2, 1962.* [Regina, 1963?] Pp. 56.

34. INTERNATIONAL SOCIAL SECURITY ASSOCIATION. *Volume and Cost of Sickness Benefits in Kind and Cash. (Annex to Report 2). National Monographs. (Replies to the I.S.S.A. Questionnaire).* Geneva, 1961. 2 vols.

At head of title: Report II—Annex (ISSA/MSC/VII). International Social Security Association. 14th General Meeting, Istanbul, 23-30 September 1961.

35. SCHNEIDER, BETTY V. H. *The Older Worker.* Edited by Irving Bernstein. Drawings by Bill Tara. Berkeley, Institute of Industrial Relations, University of California, 1962. Pp. 98.

An examination of the difficulties facing older workers such as age bars in hiring, insufficient job skills, declining capabilities, etc., and a brief outline of some of the things being done to meet the problems of the older worker.

36. ZWEIG, FERDYNAND. *The Worker in an Affluent Society; Family Life and Industry.* London, Heinemann, 1961. Pp. 268.

The author interviewed 672 workers in 5 large companies to study the mutual impact of family life and industry and to enquire into working and living conditions of the industrial worker as they have been affected by developments since World War II.

Productivity of Labour

37. *Bulletin on Industrialization and Productivity.* No. 6. New York, United Nations, Department of Economic and Social Affairs, 1963. Pp. 77.

Partial Contents: Adaptation of Processes, Equipment and Products. Industrial Development in the United Nations Development Decade. Training for Industrial Production of Prototype Machinery. United Nations Fellowships for Industrial Development.

38. CLAGUE, EWAN. *Productivity and Employment in the Railroad Industry. [An Address] before the Railway Systems and Management Association, Chicago, November 28, 1962.* Washington, 1962. Pp. 14.

39. *Progress in measuring Work.* Washington, Executive Office of the President, Bureau of the Budget; for sale by GPO, 1962. Pp. 67.

Consists of a selection of papers and discussions from a five-day conference, the purpose of which was to aid Federal agencies in measuring and improving their productivity. The conference, sponsored by the U.S. Bureau of the Budget, was held January 29 to February 2, 1962.

40. U.S. BUREAU OF LABOR STATISTICS. *Indexes of Output per Man-Hour for Selected Industries, 1939 and 1947-61; Annual Industry Series.* Washington, GPO, 1962. Pp. 44.

Professions

41. ENGINEERS JOINT COUNCIL. ENGINEERING MANPOWER COMMISSION. *Engineering Manpower; a Statement of Position.* New York, 1963. Pp. 63.

Contents: Historical Background. Present and Projected Position. Advanced Degrees. Engineering Technicians. Demand during the Next Decade. Science vs. Engineering Enrollments. Technical Manpower in Russia and Red China.

42. U.S. CIVIL SERVICE COMMISSION. *Federal Career Directory; a Guide for College Students.* Washington, GPO, 1962. Pp. 84.

Comments on U.S. Federal employment in general and Federal agencies and their programs. Includes brief job descriptions of major Federal career occupations, with an index of job descriptions by position title, and an index of job descriptions by major field of study at college.

Universities and Colleges

43. CANADIAN UNIVERSITIES FOUNDATION. RESEARCH AND INFORMATION SERVICE. *Admission to University, 1962.* Ottawa, 1963. Pp. 4.

English and French text, the latter inverted and with special title page.

44. EDITORIAL RESEARCH REPORTS. *College Dropouts,* by Helen B. Shaffer. [Washington] 1962. Pp. 695-711.

Suggests reasons for student drop-outs in college and ways of dealing with the problem.

Wages and Hours

45. U.S. BUREAU OF LABOR STATISTICS. *Deferred Wage Increases and Escalator Clauses, 1952-63.* Washington, GPO, 1963. Pp. 61.

This report contains articles on the subject of deferred wage increases and escalator clauses relating to the years 1957 to 1963 from the *Monthly Labor Review.* It also contains four earlier postwar studies dealing with wage escalation.

46. U.S. WOMEN'S BUREAU. *Equal Pay Facts.* Revised January 1963. Washington, GPO, 1963. Folder.

Women—Employment

47. BRITISH FEDERATION OF UNIVERSITY WOMEN. *Opportunities for Girls and Women in Science and Technology.* 2d ed. London, 1961. Pp. 42.

48. INDUSTRIAL TRAINING COUNCIL. *Training Girls in Industry.* London, 1962. Pp. [40].

Sets out certain principles for employers to follow in the training of girls, and shows the way this training is carried out in a number of companies and industries, and points out the advantages gained from the training.

49. U.S. WOMEN'S BUREAU. *Memo on Job-finding for the Mature Woman.* Rev. 1963. Washington, GPO, 1963. Folder.

50. WORLD OF WORK CONFERENCE ON CAREER AND JOB OPPORTUNITIES, HOWARD UNIVERSITY, WASHINGTON, D.C., 1962. *Report.* Washington, U.S. Dept. of Labor, Women's Bureau, 1963. Pp. 36.

This conference, sponsored by the U.S. Women's Bureau, was an inter-racial conference of young women concerned with career and job opportunities.

Miscellaneous

51. BONNER, ARNOLD. *British Co-operation; the History, Principles, and Organization of the British Co-operative Movement.* Manchester [Eng.] Co-operative Union, 1961. Pp. 540.

This book is concerned with the British co-operative movement from its beginnings in the early 19th century to date.

52. BRITISH ASSOCIATION FOR COMMERCIAL AND INDUSTRIAL EDUCATION. *Report Writing.* 2d ed., 4th imp., rev. London, 1963. Pp. 24.

A brief outline of how to prepare, arrange, write and revise a report.

53. CANADA. NATIONAL RESEARCH COUNCIL. ASSOCIATE COMMITTEE ON THE NATIONAL BUILDING CODE. *Housing Standards, Canada, 1963.* Ottawa, 1963. Pp. 240.

54. DOUGLAS, WILLIAM ORVILLE. *Freedom of the Mind.* [Chicago?] American Library Association [distributed by] Public Affairs Pamphlets [New York 1962] Pp. 44.

55. HUTCHINSON, JOHN G. *Managing a Fair Day's Work; an Analysis of Work Standards in Operation.* Ann Arbor, Bureau of Industrial Relations, University of Michigan, 1963. Pp. 275.

"Most of the materials presented [in this book] are based upon research in the making and using of work standards in the automobile

industry." This study investigates and analyzes current practices in the setting and administration of production standards and considers the part played by managers and unions in production standards.

56. HYATT, DAVE. *Public Relations: a Handbook for Business, Labor, and Community Leaders.* Ithaca, New York State School of Industrial and Labor Relations, Cornell University, 1963. Pp. 94.

"It is the author's hope that readers may gain (1) a quick overview of the field of public relations; (2) a brief glimpse of some of the public relations practices and procedures of American business concerns, labor union, and social service organizations; and (3) some practical hints on how to utilize the tools of public relations."

57. MEIJ, JACOB LOUIS. Ed. *Mechanization in Agriculture.* Amsterdam, North-Holland Publishing Co., 1960. Pp. 379.

Deals with agricultural mechanization in Europe and in the U.S.; mechanization as it affects farm management, labour, small farms, and marketing organizations; and, financing mechanization on the farm.

58. OLSEN, FREDERICK. *Thermal Insulation for Buildings; Report prepared for the OECD.* Paris, Organization for Economic Co-operation and Development, 1962. Pp. 146.

59. OLSON, BERNHARD EMMANUEL. *Faith and Prejudice; Inter-group Problems in Protestant Curricula.* New Haven, Yale University Press, 1963. Pp. 451.

This book "describes and evaluates how four representative Protestant groups portray other racial, ethnic, and—more particularly—religious communities."

60. UNITED NATIONS. COMMISSION ON INTERNATIONAL COMMODITY TRADE. *Commodity Survey, 1962.* New York, 1963. Pp. 129.

61. UNITED NATIONS. DEPARTMENT OF ECONOMIC AND SOCIAL AFFAIRS. *The Physical Planning of Industrial Estates.* New York, 1962. Pp. 54.

"The industrial estate is usually an organization set up to assemble, improve and subdivide tracts of land, and frequently to erect factory buildings, in advance of or following demand, which are either for sale or for lease to prospective occupants." This study discusses such physical planning considerations as transportation, provision of utilities, layout of the estate, factory buildings, and urban industrial development and redevelopment. Includes conclusions reached at the United Nations Seminar on Industrial Estates in the ECAFE Region.

Labour Conditions in Government Contracts

(*Continued from page 834*)

Mutual Electric Co Ltd, supply & installation of power primary cables to new terminal bldg, Airport. *Windsor Ont:* Whelpton Electric Ltd, replacing approach lighting tower on approach 07. *Fort Churchill Man:* Lacey Construction Ltd, construction of extension to Operations Bldg & related work. *Winnipeg Man:* Schumacher-Mackenzie Co Ltd, installation of power to weather surveillance radar tower, International Airport. *Calgary Alta:* D A Dowling Construction Ltd, construction of precision approach radar & related work, Municipal Airport. *Princeton B C:* Stevenson Construction Co Ltd, construction of VOR tacan bldg & related work. *Victoria B C:* Dawson Construction Ltd, construction of car park & roads, International Airport. *Cambridge Bay N W T:* Yukon Construction Co Ltd, installation of bridge crane & related work in power house. *Inuvik N W T:* Huber Electric Ltd, provision of ring grounding system & related work, Airport; Huber Electric Ltd, installation of airport lighting facilities. *Watson Lake Y T:* General Construction Co, Division of Standard Gravel & Surfacing of Canada Ltd, resurfacing of runway 08-26, aircraft apron & taxiways, Airport. *Whitehorse Y T:* Dawson Construction Ltd, surface treatment of runway 13L-31R & strengthening & reconstruction of runway 13R-31L, Airport.

In addition, this Department awarded nine contracts containing the General Fair Wages Clause.

LABOUR STATISTICS

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A—Labour Force

TABLE A-1—REGIONAL DISTRIBUTION, WEEK ENDED AUGUST 24, 1963

(estimates in thousands)

SOURCE: DBS Labour Force Survey

—	Canada	Atlantic Region	Quebec	Ontario	Prairie Region	British Columbia
The Labour Force	7,016	628	1,966	2,548	1,228	646
Men	5,094	475	1,446	1,815	893	465
Women	1,922	153	520	733	335	181
14–19 years	865	84	254	294	160	73
20–24 years	906	93	301	289	151	72
25–44 years	3,011	251	851	1,118	509	282
45–64 years	2,024	179	509	766	366	204
65 years and over	210	21	51	81	42	15
Employed	6,746	593	1,858	2,476	1,205	614
Men	4,883	446	1,360	1,759	876	442
Women	1,863	147	498	717	329	172
Agriculture	774	42	160	205	340	27
Non-agriculture	5,972	551	1,698	2,271	865	587
Paid Workers	5,538	491	1,562	2,135	815	535
Men	3,878	357	1,111	1,477	552	381
Women	1,660	134	451	658	263	154
Unemployed	270	35	108	72	23	32
Men	211	29	86	56	17	23
Women	59	*	22	16	*	*
Persons not in the Labour Force	5,489	637	1,632	1,810	899	511
Men	1,117	155	328	333	182	119
Women	4,372	482	1,304	1,477	717	392

*Less than 10,000.

TABLE A-2—AGE, SEX AND MARITAL STATUS, WEEK ENDED AUGUST 24, 1963

(estimates in thousands)

SOURCE: DBS Labour Force Survey

—	Total	14–19 years all persons	20–64 years				65 years and over all persons
			Men		Women		
			Married	Other	Married	Other	
Population 14 years of age and over[1]	12,505	1,923	3,629	970	3,736	906	1,341
Labour force	7,016	865	3,523	879	903	636	210
Employed	6,746	792	3,427	816	889	617	205
Unemployed	270	73	96	63	14	19	*
Not in labour force	5,489	1,058	106	91	2,833	270	1,131
Participation rate [2]							
1963, August 24	56.1	45.0	97.1	90.6	24.2	70.2	15.7
July 20	56.4	46.9	97.0	91.1	24.1	69.4	15.7
Unemployment rate[3]							
1963, August 24	3.8	8.4	2.7	7.2	1.6	3.0	*
July 20	4.2	10.4	2.7	7.3	1.5	3.0	*

[1]Excludes inmates of institutions, members of the armed services, Indians living on reserves and residents of the Yukon and Northwest Territories.

[2]The labour force as a percentage of the population 14 years of age and over.

[3]The unemployed as a percentage of the labour force.

*Less than 10,000.

TABLE A-3—UNEMPLOYED, WEEK ENDED AUGUST 24, 1963

(estimates in thousands)

SOURCE: DBS Labour Force Survey

—	August 1963	July 1963	August 1962
Total unemployed	270	293	280
On temporary layoff up to 30 days	18	15	17
Without work and seeking work	252	278	263
Seeking full-time work	239	258	247
Seeking part-time work	13	20	16
Seeking under 1 month	75	92	72
Seeking 1–3 months	95	94	102
Seeking 4–6 months	30	33	31
Seeking more than 6 months	52	59	58

B—Labour Income

TABLE B-1—ESTIMATES OF LABOUR INCOME, BY INDUSTRY

NOTE: Monthly and quarterly figures may not add to annual totals because of rounding.

($ Millions)

SOURCE: Dominion Bureau of Statistics

Year and Month	Monthly Totals			Quarterly Totals[1]						
	Mining	Manufacturing	Transportation, Storage and Communication[2]	Forestry	Construction	Public utilities	Trade	Finance Services (including Government)	Supplementary Labour income	Totals[3]
1958—Total	527	4,823	1,685	270	1,317	307	2,360	4,303	727	16,521
1959—Total	552	5,096	1,785	288	1,279	332	2,528	4,652	743	17,459
1960—Total	560	5,246	1,810	326	1,214	348	2,640	5,099	795	18,251
1961—Total	554	5,404	1,861	285	1,224	362	2,740	5,596	824	19,068
1962—Total	570	5,808	1,910	306	1,326	384	2,884	6,079	867	20,359
1962—										
June	49.0	497.6	161.5							1,753.3
July	49.4	490.4	165.6							1,738.0
August	49.1	496.1	166.8	85.8	403.5	99.6	726.5	1,518.9	220.1	1,753.5
September	48.5	503.9	164.3							1,780.5
October	47.9	498.9	165.2							1,764.8
November	47.6	495.2	162.0	86.1	336.0	99.5	750.6	1,556.8	221.4	1,743.0
December	46.6	481.5	157.1							1,692.5
1963—										
January	47.5	484.4	157.7							1,699.4
February	47.8	488.7	157.6	68.0	272.8	97.2	731.9	1,603.0	222.1	1,699.8
March	47.0	493.9*	156.3							1,714.1*
April	46.7	503.2	160.7							1,746.8
May*	48.1	514.9	165.7	68.4	344.3	102.3	762.8	1,667.0	228.0	1,807.9
June†	49.0	522.6	169.7							1,857.4
Seasonally Adjusted										
1958—Total	527	4,823	1,685	270	1,317	307	2,360	4,303	727	16,521
1959—Total	552	5,096	1,785	288	1,279	332	2,528	4,652	743	17,459
1960—Total	560	5,246	1,810	326	1,214	348	2,640	5,099	795	18,251
1961—Total	554	5,404	1,861	285	1,224	362	2,740	5,596	824	19,068
1962—Total	570	5,808	1,910	306	1,326	384	2,884	6,079	867	20,359
1962—										
June	48.0	484.3	156.7							1,694.6
July	48.4	486.4	158.1							1,703.6
August	48.1	487.3	159.7	79.3	332.5	97.0	724.9	1,532.4	218.2	1,709.2
September	47.8	489.8	159.0							1,712.8
October	47.6	491.5	161.9							1,722.8
November	47.4	494.3	160.6	74.0	334.8	99.4	733.6	1,558.6	220.4	1,728.7
December	46.8	494.3	160.4							1,730.1
1963—										
January	48.1	499.5	164.4							1,771.4
February	48.7	500.6	164.6	77.4	348.4	99.8	751.7	1,615.7	225.4*	1,768.8
March	47.6	503.3*	164.8							1,777.9*
April	48.6	508.7	165.9							1,789.8
May*	48.0	510.7	164.7	78.4	346.0	102.6	762.7	1,636.5	227.8	1,794.6
June†	48.0	508.4	164.4							1,794.7

[1] Quarterly figures are entered opposite the middle month of the quarter but represent quarterly totals.

[2] Includes post office wages and salaries.

[3] Figures in this column are for total labour income, Canada, but are not totals of the figures in the remaining columns of this table, as figures for labour income in Agriculture, Fishing and Trapping are not shown.

*Revised.

†Preliminary.

C—Employment, Hours and Earnings

Tables C-1 to C-3 are based on reports from employers having 15 or more employees; at June 1963 employees in the principal non-agricultural industries reported a total employment of 3,037,808. Tables C-4 and C-5 are based on reports from a somewhat smaller number of firms than Tables C-1 to C-3. They relate only to wage-earners for whom statistics of hours of work are also available whereas Tables C-1 to C-3 relate to salaried employees as well as to all wage-earners in the reporting firms.

TABLE C-1—EMPLOYMENT, PAYROLLS AND WEEKLY WAGES AND SALARIES

SOURCE: *Employment and Payrolls*, DBS

Year and Month	Industrial Composite[1]			Manufacturing		
	Index Numbers (1949-100)		Average Weekly Wages and Salaries	Index Numbers (1949-100)		Average Weekly Wages and Salaries
	Employment	Average Weekly Wages and Salaries		Employment	Average Weekly Wages and Salaries	
Averages						
1957	122.6	158.1	67.93	115.8	159.1	69.94
1958	117.9	163.9	70.43	109.8	165.3	72.67
1959	119.7	171.0	73.47	111.1	172.5	75.84
1960	118.7	176.5	75.83	109.5	177.8	78.19
1961	118.1	181.8	78.11	108.9	183.6	80.73
1962—						
June	125.0	188.7	81.05	116.4	190.4	83.72
July	125.8	188.3	80.90	115.5	189.1	83.13
August	127.0	188.1	80.80	117.6	187.9	82.62
September	126.5	189.5	81.40	117.6	190.8	83.91
October	125.4	189.9	81.57	115.9	191.8	84.34
November	124.3	189.8	81.53	114.7	192.3	84.55
December	120.2	182.6	78.45	110.9	183.6	80.71
1963—						
January	117.8	190.6	81.80	111.6	193.5	85.09
February	117.4	192.9	82.87	112.2	194.2	85.41
March	117.7	193.1	82.96	112.8	195.5	85.95
April	119.3	194.4	83.53	113.7	197.2	86.72
May*	123.6	194.8	83.69	116.3	197.4	86.80
June†	127.2	194.6	83.62	118.7	196.3	86.30

[1]Includes (1) Forestry (chiefly logging), (2) Mining (including milling), quarrying and oil wells, (3) Manufacturing, (4) Construction, (5) Transportation, storage and communication, (6) Public utility operation, (7) Trade, (8) Finance, insurance and real estate and (9) Service (mainly hotels, restaurants, laundries, dry cleaning plants, business and recreational service).

*Revised.

†Preliminary.

TABLE C-2—AREA SUMMARY OF EMPLOYMENT AND AVERAGE WEEKLY WAGES AND SALARIES

(1949=100) (The latest figures are subject to revision)

SOURCE: *Employment and Payrolls*, DBS

Area	Employment Index Numbers			Average Weekly Wages and Salaries		
	June 1963	May 1963	June 1962	June 1963	May 1963	June 1962
Provinces				$	$	$
Newfoundland	149.6	132.8	145.6	76.86	75.19	73.68
Prince Edward Island	142.8	137.1	150.9	58.88	59.92	57.73
Nova Scotia	96.9	94.0	98.4	68.57	68.55	66.59
New Brunswick	107.6	101.4	110.8	67.62	66.69	65.23
Quebec	126.7	122.1	124.8	80.48	81.38	78.47
Ontario	129.0	126.5	125.7	87.00	87.05	84.29
Manitoba	115.2	112.2	114.4	78.11	77.45	75.69
Saskatchewan	132.1	129.3	132.3	79.83	78.29	77.68
Alberta (including Northwest Territories)	165.3	160.2	164.7	84.51	83.54	82.54
British Columbia (including Yukon)	122.7	119.4	119.1	91.91	90.65	88.26
Canada	**127.2**	**123.6**	**125.0**	**83.62**	**83.66**	**81.05**
Urban Areas						
St. John's	149.6	147.4	144.0	64.86	63.11	62.37
Sydney	83.8	82.4	82.0	80.78	83.18	82.62
Halifax	121.7	119.6	125.0	71.40	70.36	68.27
Moncton	105.3	103.6	110.7	65.56	63.89	62.53
Saint John	106.8	106.9	107.9	68.89	68.50	65.83
Chicoutimi—Jonquiere	111.2	107.2	113.5	103.17	100.98	106.95
Quebec	130.0	127.6	122.9	71.67	73.10	68.71
Sherbrooke	113.2	110.4	111.4	69.78	71.22	67.85
Shawinigan	104.0	100.8	106.3	91.92	94.25	90.60
Three Rivers	119.8	118.9	121.5	77.64	76.47	75.51
Drummondville	88.2	85.8	81.8	69.40	68.85	67.33
Montreal	131.1	128.7	129.3	82.34	83.36	80.41
Ottawa—Hull	139.0	137.6	138.7	77.37	77.27	75.59
Kingston	126.3	122.9	118.8	81.40	81.92	78.05
Peterborough	102.9	99.3	97.6	92.86	92.79	90.27
Oshawa	202.8	203.6	189.4	102.14	106.76	102.09
Toronto	143.1	141.2	138.4	87.97	87.73	85.05
Hamilton	119.8	117.8	116.3	92.15	92.67	90.01
St. Catharines	116.9	115.0	113.2	95.86	97.78	91.94
Niagara Falls	108.7	102.3	105.3	80.25	82.11	81.30
Brantford	90.4	88.3	82.2	80.07	81.07	75.18
Guelph	133.2	130.6	126.2	76.49	76.99	75.30
Galt	122.2	119.5	118.5	74.74	73.87	73.27
Kitchener	141.8	138.6	132.8	78.96	78.35	77.70
Sudbury	127.1	126.8	146.2	94.02	93.10	92.58
Timmins	90.9	89.3	89.5	74.21	74.53	71.94
London	145.8	142.7	138.9	80.31	79.14	77.30
Sarnia	137.7	136.2	132.1	110.57	107.94	103.95
Windsor	79.3	77.7	74.1	93.54	96.36	92.12
Sault Ste. Marie	154.4	149.9	151.1	109.81	106.75	101.32
Fort William—Port Arthur	110.9	111.1	111.3	84.50	84.20	81.36
Winnipeg	114.6	112.1	113.2	74.68	74.22	72.86
Regina	149.0	145.4	147.0	78.17	77.09	75.83
Saskatoon	148.0	145.4	144.5	74.90	73.57	73.50
Edmonton	210.2	206.4	208.9	79.39	78.68	78.19
Calgary	183.8	180.6	184.2	84.01	82.70	81.93
Vancouver	121.1	119.1	116.2	89.92	88.90	86.43
Victoria	119.2	116.9	118.7	83.85	81.82	81.36

TABLE C-3—INDUSTRY SUMMARY OF EMPLOYMENT AND AVERAGE WEEKLY WAGES AND SALARIES

(1949=100) (The latest figures are subject to revision)

SOURCE: *Employment and Payrolls*, DBS

NOTE: Information for other industries is given in *Employment and Payrolls*

Industry	Employment			Average Weekly Wages and Salaries		
	June 1963	May 1963	June 1962	June 1963	May 1963	June 1962
				$	$	$
Forestry (chiefly logging)	**72.4**	**48.6**	**75.0**	**85.40**	**81.89**	**79.30**
Mining	**116.9**	**113.7**	**121.0**	**101.35**	**101.72**	**98.79**
Metal mining	129.7	128.5	135.1	102.22	102.39	100.32
Gold	67.7	66.9	70.7	82.54	83.93	80.72
Other metal	187.4	185.8	195.0	108.82	108.57	106.92
Fuels	82.1	78.2	85.3	107.29	107.68	104.87
Coal	39.0	38.2	40.8	78.64	81.05	79.72
Oil and natural gas	257.9	241.1	266.9	124.95	124.90	120.59
Non-metal	160.8	151.3	162.1	89.33	90.11	83.62
Manufacturing	**118.7**	**116.3**	**116.4**	**86.30**	**86.73**	**83.72**
Durable goods	124.1	122.2	121.0	93.08	93.66	90.20
Non-durable goods	114.2	111.3	112.5	80.14	80.36	77.88
Food and beverages	123.5	116.2	122.8	75.43	76.10	73.34
Meat products	138.8	133.8	136.5	86.80	87.37	84.72
Canned and preserved fruits and vegetables	113.9	94.0	115.7	63.17	67.17	62.51
Grain mill products	93.0	91.2	102.2	83.66	84.27	81.82
Bread and other bakery products	115.3	112.2	113.7	74.00	72.49	71.52
Distilled and malt liquors	98.6	95.7	100.5	107.60	106.10	103.81
Tobacco and tobacco products	84.7	87.9	83.9	88.81	85.56	86.01
Rubber products	112.2	111.8	108.2	90.21	88.42	87.55
Leather products	87.9	87.1	88.8	56.82	56.62	55.62
Boots and shoes (except rubber)	94.0	93.1	96.5	54.46	54.17	53.50
Other leather products	77.0	76.3	74.8	62.06	62.06	60.56
Textile products (except clothing)	85.1	84.2	82.3	68.34	68.53	66.52
Cotton yarn and broad woven goods	74.0	72.7	73.6	65.15	64.61	62.98
Woollen goods	64.2	64.0	63.6	63.44	63.51	62.82
Synthetic textiles and silk	98.0	97.3	91.1	74.89	75.07	72.70
Clothing (textile and fur)	94.4	92.8	92.3	52.59	53.74	51.15
Men's clothing	99.3	97.8	96.5	51.18	52.72	50.19
Women's clothing	98.9	97.5	95.6	52.98	54.70	51.25
Knit goods	75.2	73.4	74.6	52.88	53.51	51.50
Wood products	114.4	109.9	113.3	74.69	73.63	71.36
Saw and planing mills	118.5	112.7	117.2	77.27	75.66	73.30
Furniture	120.2	117.5	117.0	70.86	71.30	69.20
Other wood products	82.2	80.6	86.5	66.63	65.79	63.87
Paper products	131.1	127.3	129.2	101.43	101.02	98.70
Pulp and paper mills	131.5	127.2	129.1	109.17	108.76	106.66
Other paper products	130.0	127.4	129.5	82.64	82.48	79.71
Printing, publishing and allied industries	127.5	126.2	127.3	93.27	93.72	90.93
Iron and steel products	117.0	115.7	111.8	97.79	98.72	95.68
Agricultural implements	72.4	75.0	59.2	101.15	105.97	99.09
Fabricated and structural steel	155.5	156.5	164.2	101.07	98.99	99.52
Hardware and tools	116.3	114.7	109.9	86.21	87.05	84.06
Heating and cooking appliances	104.4	103.0	107.9	85.92	83.43	82.28
Iron castings	103.9	102.2	97.6	91.87	93.99	90.98
Machinery, industrial machinery	137.6	135.1	125.5	93.58	93.81	91.41
Primary iron and steel	133.9	132.0	128.0	112.45	114.37	108.69
Sheet metal products	123.6	119.9	122.1	95.75	95.36	95.21
Wire and wire products	117.3	117.0	113.0	98.69	97.44	94.72
Transportation equipment	116.7	117.6	114.6	100.71	102.94	96.38
Aircraft and parts	227.0	229.0	253.0	101.87	100.98	97.61
Motor vehicles	129.1	130.1	115.1	115.64	122.62	112.31
Motor vehicle parts and accessories	132.5	133.6	113.2	94.37	99.21	89.82
Railroad and rolling stock equipment	52.7	51.9	58.0	89.44	87.14	85.68
Shipbuilding and repairing	149.8	154.0	151.0	94.95	94.39	90.93
Non-ferrous metal products	129.2	125.9	127.9	97.91	97.02	95.69
Aluminum products	146.3	141.5	146.8	94.08	94.12	91.43
Brass and copper products	109.3	107.2	106.0	92.47	92.12	88.73
Smelting and refining	141.5	137.6	142.5	107.83	106.30	106.01
Electrical apparatus and supplies	155.2	153.2	150.8	91.44	91.11	89.51
Heavy electrical machinery	117.4	114.6	111.5	99.08	98.78	97.66
Telecommunication equipment	278.7	275.9	272.5	87.85	87.65	86.30
Non-metallic mineral products	160.3	155.4	157.7	91.79	91.65	89.64
Clay products	92.7	91.3	96.5	82.53	82.66	79.51
Glass and glass products	183.0	177.3	173.6	87.34	87.29	85.14
Products of petroleum and coal	144.4	142.7	143.5	127.04	126.39	120.02
Petroleum refining and products	146.3	145.0	144.9	128.33	127.46	121.48
Chemical products	138.4	137.4	136.8	101.31	101.10	98.64
Medicinal and pharmaceutical preparations	125.6	124.9	124.6	90.40	89.58	85.83
Acids, alkalis and salts	164.7	160.7	163.7	112.96	112.50	109.02
Other chemical products	135.3	135.0	133.9	100.38	100.44	98.66
Miscellaneous manufacturing industries	152.2	151.2	145.3	76.23	75.94	73.53
Construction	**132.8**	**126.7**	**137.8**	**90.67**	**90.55**	**87.20**
Building and general engineering	128.9	124.4	134.1	96.54	97.36	93.66
Highways, bridges and streets	139.2	130.6	144.2	81.75	79.89	77.15
Electric and motor transportation	147.2	144.3	125.8	89.20	88.52	85.95
Service	**172.7**	**165.1**	**163.3**	**58.51**	**59.06**	**56.87**
Hotels and restaurants	149.6	142.0	143.5	44.24	44.66	43.04
Laundries and dry cleaning plants	142.5	140.2	132.9	52.52	52.82	50.72
Industrial composite	**127.2**	**123.6**	**125.0**	**83.62**	**83.66**	**81.05**

TABLE C-4—HOURS AND EARNINGS IN MANUFACTURING, BY PROVINCE

(Hourly Rated Wage-Earners)

SOURCE: *Man-Hours and Hourly Earnings*, DBS

NOTE: Information on hours and earnings by cities is obtainable from *Man-Hours and Hourly Earnings*, DBS

(The latest figures are subject to revision)

	Average Hours Worked			Average Hourly Earnings*		
	June 1963	May 1963	June 1962	June 1963	May 1963	June 1962
				$	$	$
Newfoundland	45.7	42.9	42.4	1.48	1.60	1.55
Nova Scotia	41.7	41.6	41.5	1.65	1.67	1.63
New Brunswick	41.1	41.7	41.3	1.60	1.59	1.57
Quebec	41.3	41.8	41.8	1.77	1.72	1.72
Ontario	41.0	41.3	41.3	2.04	2.06	1.97
Manitoba	40.4	40.2	40.1	1.81	1.81	1.75
Saskatchewan	39.7	39.1	39.9	2.02	2.02	2.00
Alberta (includes Northwest Territories)	40.3	39.6	40.8	2.04	2.03	2.00
British Columbia (includes Yukon Territory)	38.4	38.2	38.2	2.36	2.35	2.27

*Includes shift differential, premium pay for overtime, pay for paid holidays, pay for paid sick leave if paid through payroll but not if paid under insurance plan, incentive bonus but not annual bonus.

TABLE C-6—EARNINGS AND HOURS OF HOURLY RATED WAGE EARNERS IN MANUFACTURING

SOURCE: *Man-Hours and Hourly Earnings*, DBS

Period	Hours Worked Per Week	Average Hourly Earnings	Average Weekly Wages	Index Number of Average Weekly Wages (1949=100)	
				Current Dollars	1949 Dollars
		$	$		
Monthly Average 1958	40.2	1.66	66.77	160.0	127.7
Monthly Average 1959	40.7	1.72	70.16	168.1	132.8
Monthly Average 1960	40.4	1.78	71.96	172.4	134.5
Monthly Average 1961	40.6	1.83	74.27	177.9	137.7
Monthly Average 1962	40.7	1.88	76.55	183.4	140.1
Last Pay Period in:					
1962 June	41.1	1.88	77.52	185.7	141.8
July	41.0	1.87	76.72	183.8	139.9
August	41.0	1.86	76.17	182.5	139.3
September	41.4	1.88	77.61	185.9	141.4
October	41.3	1.89	77.96	186.8	141.6
November	41.2	1.90	78.09	187.1	141.8
December*	37.3	1.94	72.34	173.3	131.3
1963 January	40.7	1.92	78.26	187.5	141.9
February	40.7	1.93	78.45	187.9	142.3
March	40.9	1.93	79.01	189.3	143.1
April	41.0	1.95	80.05	191.8	145.0
May*	41.2	1.95	80.25	192.3	144.8
June†	40.9	1.95	79.62	190.8	142.9

NOTE:—The index of average weekly wages in 1949 dollars is computed by dividing the index of average weekly wages in current dollars by the Consumer Price Index. For a more complete statement of uses and limitations of the adjusted figures see *Man-Hours and Hourly Earnings*.

*Revised.

†Preliminary.

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TABLE C-5—HOURS AND EARNINGS, BY INDUSTRY

(Hourly Rated Wage-Earners)

Source: *Man-Hours and Hourly Earnings*, DBS

(The latest figures are subject to revision)

Industry	Average Weekly Hours			Average Hourly Earnings			Average Weekly Wages		
	June 1963	May 1963	June 1962	June 1963	May 1963	June 1962	June 1963	May 1963	June 1962
				$	$	$	$	$	$
Mining	**41.6**	**42.2**	**42.0**	**2.24**	**2.22**	**2.19**	**93.14**	**93.83**	**92.04**
Metal mining	41.5	42.2	41.9	2.33	2.30	2.28	96.53	97.08	95.46
Gold	42.0	43.5	42.5	1.82	1.80	1.76	76.40	78.33	74.92
Other metal	41.3	41.7	41.7	2.52	2.49	2.47	103.99	103.93	102.88
Fuels	41.0	41.7	41.9	2.11	2.10	2.09	86.53	87.65	87.36
Coal	40.9	42.3	42.5	1.85	1.88	1.84	75.79	79.28	78.28
Oil and natural gas	41.1	40.6	40.9	2.53	2.54	2.51	104.07	103.29	102.70
Non-metal	42.8	42.7	42.5	2.03	2.04	1.95	86.97	87.08	83.01
Manufacturing	**40.9**	**41.2**	**41.1**	**1.95**	**1.95**	**1.88**	**79.62**	**80.25**	**77.52**
Durable goods	41.4	41.7	41.7	2.11	2.11	2.04	87.36	88.19	84.91
Non-durable goods	40.4	40.6	40.6	1.79	1.79	1.73	72.20	72.50	70.48
Food and beverages	41.2	41.1	41.2	1.67	1.69	1.63	68.90	69.60	66.94
Meat products	41.8	41.6	41.3	1.99	2.01	1.94	83.33	83.70	80.18
Canned and preserved fruits and vegetables	37.5	38.7	40.3	1.42	1.45	1.34	53.07	56.12	54.12
Grain mill products	42.4	43.0	42.6	1.85	1.86	1.83	78.62	79.88	77.91
Bread and other bakery products	42.0	41.5	42.3	1.64	1.61	1.54	69.00	66.97	65.20
Biscuits and crackers	40.2	39.8	40.3	1.46	1.48	1.40	58.57	58.79	56.54
Distilled liquors	42.8	40.6	42.1	2.28	2.27	2.22	97.44	92.04	93.49
Malt liquors	40.0	39.9	40.2	2.47	2.46	2.35	98.99	98.02	94.49
Tobacco and tobacco products	38.7	38.4	39.8	2.17	2.10	2.01	83.94	80.54	80.11
Rubber products	41.8	42.0	42.4	1.99	1.98	1.95	83.13	83.10	82.55
Leather products	38.9	39.2	39.9	1.33	1.32	1.28	51.61	51.57	50.90
Boots and shoes (except rubber)	38.5	38.6	40.0	1.28	1.28	1.23	49.45	49.27	49.18
Other leather products	39.7	40.3	39.7	1.42	1.41	1.38	56.54	56.77	54.94
Textile products (except clothing)	42.1	42.4	42.3	1.46	1.46	1.42	61.55	62.00	60.05
Cotton yarn and broad woven goods	40.9	40.3	40.3	1.48	1.49	1.46	60.72	60.09	58.78
Woollen goods	42.9	43.2	44.0	1.35	1.35	1.31	57.91	58.33	57.81
Synthetic textiles and silk	42.6	43.6	43.1	1.57	1.56	1.51	67.01	67.88	64.80
Clothing (textile and fur)	37.4	38.2	37.8	1.26	1.26	1.22	47.11	48.15	46.12
Men's clothing	37.1	37.9	37.8	1.25	1.26	1.21	46.37	47.61	45.68
Women's clothing	34.6	36.3	35.3	1.36	1.34	1.30	46.95	48.77	46.01
Knit goods	41.0	41.1	40.9	1.17	1.18	1.14	48.10	48.69	46.76
*Wood products	41.5	41.1	41.9	1.72	1.70	1.64	71.24	70.02	68.70
Saw and planing mills	41.0	40.3	41.4	1.83	1.81	1.74	75.01	73.19	71.95
Furniture	42.0	42.7	42.6	1.55	1.54	1.51	65.29	65.60	64.36
Other wood products	43.2	42.4	43.3	1.42	1.43	1.36	61.38	60.46	59.03
Paper products	41.8	41.7	41.9	2.29	2.28	2.23	95.67	95.15	93.43
Pulp and paper mills	42.0	41.8	42.0	2.46	2.46	2.41	103.24	102.61	101.09
Other paper products	41.5	41.5	41.4	1.81	1.81	1.76	75.23	75.31	73.01
Printing, publishing and allied industries	38.5	38.8	38.9	2.39	2.40	2.31	92.12	93.23	89.85
*Iron and steel products	41.4	41.7	41.8	2.25	2.26	2.18	93.17	94.16	91.18
Agricultural implements	41.3	42.0	41.9	2.34	2.38	2.19	96.34	99.92	91.86
Fabricated and structural steel	42.1	41.5	42.4	2.22	2.19	2.18	93.52	90.76	92.58
Hardware and tools	43.0	43.1	43.1	1.87	1.87	1.81	80.28	80.68	78.31
Heating and cooking appliances	41.0	40.0	41.1	1.90	1.89	1.85	77.71	75.54	75.92
Iron castings	41.3	42.3	42.3	2.13	2.13	2.06	88.18	90.18	87.32
Machinery, Industrial	41.8	42.1	42.1	2.10	2.11	2.04	87.87	88.66	86.00
Primary iron and steel	40.7	41.1	40.5	2.67	2.69	2.58	108.81	110.66	104.49
Sheet metal products	41.8	41.7	42.8	2.17	2.17	2.14	90.84	90.22	91.83
Wire and wire products	42.3	42.3	41.8	2.20	2.17	2.14	92.96	91.94	89.24
*Transportation equipment	41.3	42.6	41.4	2.29	2.31	2.20	94.67	98.28	91.19
Aircraft and parts	40.8	41.4	41.0	2.23	2.21	2.14	91.16	91.64	87.61
Motor vehicles	42.5	45.5	43.2	2.52	2.59	2.46	107.24	117.69	106.05
Motor vehicle parts and accessories	40.6	42.5	41.4	2.19	2.24	2.09	88.83	95.13	86.50
Railroad and rolling stock equipment	40.5	39.9	39.7	2.17	2.14	2.10	87.80	85.35	83.44
Shipbuilding and repairing	41.2	41.7	41.1	2.29	2.25	2.19	94.28	93.75	89.93
*Non-ferrous metal products	40.8	40.8	40.5	2.25	2.21	2.22	91.77	90.16	89.74
Aluminum products	41.3	41.4	41.5	2.01	2.00	1.93	83.01	83.01	79.90
Brass and copper products	41.5	41.3	40.9	2.10	2.09	2.03	87.25	86.44	82.90
Smelting and refining	40.3	40.4	40.0	2.53	2.46	2.51	101.90	99.37	100.18
*Electrical apparatus and supplies	40.8	40.6	41.1	1.95	1.95	1.91	79.55	79.07	78.36
Heavy electrical machinery and equipment	41.3	41.0	41.2	2.19	2.19	2.15	90.18	89.63	88.49
Telecommunication equipment	40.1	40.0	40.5	1.74	1.74	1.73	69.76	69.75	69.95
*Non-metallic mineral products	43.6	43.7	43.8	1.98	1.97	1.92	86.08	85.93	84.09
Clay products	42.8	42.8	43.1	1.79	1.79	1.72	76.51	76.79	74.25
Glass and glass products	41.0	41.4	41.2	2.00	1.98	1.92	82.03	82.11	78.98
Products of petroleum and coal	42.2	41.8	41.4	2.76	2.74	2.65	116.63	114.62	109.52
Petroleum refining and products	42.2	41.9	41.3	2.80	2.77	2.69	118.38	116.05	111.20
Chemical products	41.0	41.1	41.2	2.18	2.16	2.11	89.36	88.73	86.88
Medicinal and pharmaceutical preparations	40.0	39.6	40.2	1.70	1.69	1.64	68.09	66.81	65.78
Acids, alkalis and salts	40.6	40.3	40.5	2.51	2.50	2.41	101.96	100.88	97.86
Miscellaneous manufacturing industries	41.2	41.4	41.2	1.60	1.60	1.55	65.88	66.23	63.86
Professional and scientific equipment	40.2	40.5	40.5	1.94	1.95	1.85	78.17	78.86	75.07
Construction	**41.9**	**41.3**	**42.0**	**2.11**	**2.13**	**2.04**	**88.42**	**88.04**	**85.66**
Building and general engineering	40.4	40.7	40.9	2.32	2.32	2.23	93.82	94.49	91.44
Highways, bridges and streets	44.4	42.4	44.0	1.78	1.80	1.71	78.96	76.31	75.46
Electric and motor transportation	**44.4**	**44.3**	**43.5**	**2.01**	**2.01**	**1.98**	**89.33**	**89.14**	**86.34**
Service	**38.0**	**38.1**	**38.6**	**1.13**	**1.14**	**1.09**	**43.04**	**43.56**	**42.04**
Hotels and restaurants	37.6	37.6	38.2	1.09	1.10	1.05	40.89	41.50	40.07
Laundries and dry cleaning plants	40.1	40.8	40.5	1.08	1.08	1.05	43.45	44.08	42.47

*Durable manufactured goods industries.

D—National Employment Service Statistics

Statistics presented in the following tables relate to registrations for employment and vacancies notified by employers at NES offices. These data are derived from reports prepared in National Employment Service offices and processed in the Unemployment Insurance Section, DBS. See also Technical Note, page 652, July issue.

TABLE D-1—UNFILLED VACANCIES AND REGISTRATIONS FOR EMPLOYMENT

(Source: National Employment Service, Unemployment Insurance Commission)

Period	Unfilled Vacancies*			Registrations for Employment		
	Male	Female	Total	Male	Female	Total
End of:						
August 1958	10,012	13,446	23,458	237,319	106,423	343,742
August 1959	16,741	18,466	35,207	172,417	96,074	268,491
August 1960	13,748	14,427	28,175	236,969	117,044	354,013
August 1961	14,963	17,850	32,813	216,245	104,695	320,940
August 1962	21,214	21,256	42,470	198,639	96,606	295,245
September 1962	20,197	20,658	40,855	188,844	97,890	286,734
October 1962	20,137	17,399	37,536	232,316	105,488	337,804
November 1962	22,077	19,204	41,281	328,801	127,955	456,756
December 1962	14,281	13,638	27,919	473,575	137,429	611,004
January 1963	13,419	12,532	25,951	579,205	163,880	743,085
February 1963	13,412	13,930	27,342	591,207	163,864	755,071
March 1963	16,085	16,459	32,544	584,889	158,307	743,196
April 1963	24,675	20,458	45,133	502,327	149,907	652,234
May 1963	22,865	21,723	44,588	341,869	130,084	471,953
June 1963	23,271	21,726	44,997	261,541	127,631	389,172
July 1963(1)	22,483	19,210	41,693	241,040	122,354	363,394
August 1963(1)	25,610	23,946	49,556	208,509	106,482	314,991

(1) Latest figures subject to revision.

* Current Vacancies only. Deferred Vacancies are excluded.

TABLE D-2—REGISTRATIONS RECEIVED, VACANCIES NOTIFIED AND PLACEMENTS EFFECTED DURING THE YEAR 1959-1962 AND DURING MONTH JULY 1962-JULY 1963

(Source: National Employment Service, Unemployment Insurance Commission)

Year and Month	Registrations Received		Vacancies Notified		Placements Effected	
	Male	Female	Male	Female	Male	Female
1959 Year	2,753,997	1,037,536	753,904	421,927	661,872	324,201
1960 Year	3,046,572	1,107,427	724,098	404,824	641,872	316,428
1961 Year	3,125,195	1,106,790	836,534	469,119	748,790	371,072
1962 Year	3,177,423	1,171,111	1,010,365	544,795	897,285	438,471
1962 July	251,079	114,963	97,147	56,863	85,399	49,523
1962 August	236,921	104,366	102,784	63,558	89,871	50,865
September	220,755	98,476	96,217	50,615	91,653	42,692
October	272,614	103,871	101,603	45,949	89,619	38,324
November	321,696	113,014	86,859	43,840	74,957	33,481
December	338,121	94,533	58,253	40,470	57,541	39,613
1963 January	331,104	111,102	56,086	35,963	46,669	28,117
February	211,442	75,073	47,295	31,852	39,378	23,755
March	209,852	73,346	54,427	35,090	42,942	24,990
April	210,392	81,258	77,524	39,149	58,986	26,378
May	215,307	90,643	100,832	45,049	88,778	32,272
June	210,727r	96,469r	77,847r	43,687r	67,482r	34,041r
July	235,602(1)	110,746(1)	86,824	50,519	73,561	41,398

(1) Preliminary subject to revision

r Revised.

TABLE D-3—PLACEMENTS EFFECTED, BY INDUSTRY AND BY SEX, DURING JULY 1963

(Source: National Employment Service, Unemployment Insurance Commission)

Industry Group	Male	Female	Total	Change from July 1962
Agriculture, Fishing, Trapping	**14,608**	**10,307**	**24,915**	**−6,280**
Forestry	**2,930**	**39**	**2,969**	**− 330**
Mining, Quarrying and Oil Wells	**839**	**69**	**908**	**− 75**
Metal Mining	453	11	464	− 137
Fuels	148	30	178	+ 55
Non-Metal Mining	146	2	148	+ 54
Quarrying, Clay and Sand Pits	35	3	38	− 49
Prospecting	57	23	80	+ 2
Manufacturing	**13,856**	**9,382**	**23,238**	**−2,278**
Foods and Beverages	2,692	3,888	6,580	+ 513
Tobacco and Tobacco Products	9	23	32	− 116
Rubber Products	94	54	148	− 24
Leather Products	103	223	326	− 167
Textile Products (except clothing)	444	338	782	− 149
Clothing (textile and fur)	312	1,749	2,061	− 432
Wood Products	1,878	240	2,118	− 266
Paper Products	1,221	324	1,545	+ 192
Printing, Publishing and Allied Industries	397	439	836	− 149
Iron and Steel Products	2,683	358	3,041	− 935
Transportation Equipment	1,545	220	1,765	− 223
Non-Ferrous Metal Products	611	159	770	− 135
Electrical Apparatus and Supplies	397	463	860	− 149
Non-Metallic Mineral Products	537	112	649	− 138
Products of Petroleum and Coal	92	11	103	+ 1
Chemical Products	396	290	686	+ 33
Miscellaneous Manufacturing Industries	445	491	936	− 134
Construction	**12,102**	**253**	**12,355**	**−3,492**
General Contractors	7,697	167	7,864	−2,958
Special Trade Contractors	4,405	86	4,491	− 534
Transportation, Storage and Communication	**5,665**	**394**	**6,059**	**−2,660**
Transportation	5,202	226	5,428	−2,407
Storage	359	66	425	− 117
Communication	104	102	206	− 136
Public Utility Operation	**312**	**62**	**374**	**− 140**
Trade	**7,965**	**5,532**	**13,497**	**−1,457**
Wholesale	3,470	1,791	5,261	− 445
Retail	4,495	3,741	8,236	−1,012
Finance, Insurance and Real Estate	**537**	**1,059**	**1,596**	**− 196**
Service	**14,747**	**14,301**	**29,048**	**−3,055**
Community or Public Service	775	1,224	1,999	− 465
Government Service	3,575	946	4,521	+ 96
Recreation Service	2,664	283	2,947	+ 105
Business Service	2,991	1,018	4,009	−1,155
Personal Service	4,742	10,830	15,572	−1,636
GRAND TOTAL	**73,561**	**41,398**	**114,959**	**−19,963**

Note: Revised figures for placements effected during June in the Agriculture, Fishing and Trapping industry group, published in the August issue, are as follows: Male 10,661, Female 6,202, Total 16,863. Change from June 1962 is +1,859.

TABLE D-4—REGISTRATIONS FOR EMPLOYMENT, BY OCCUPATION AND BY SEX, AS AT JULY 31, 1963[1]

(SOURCE: National Employment Service, Unemployment Insurance Commission)

Occupational Group	Registrations for Employment		
	Male	Female	Total
Professional & Managerial Workers	9,049	2,271	11,320
Clerical Workers	17,693	43,475	61,168
Sales Workers	7,287	14,467	21,754
Personal & Domestic Service Workers	26,548	21,689	48,237
Seamen	896	10	906
Agriculture, Fishing, Forestry (Ex. log.)	5,718	967	6,685
Skilled and Semi-Skilled Workers	85,169	14,456	99,625
Food and kindred products (incl. tobacco)	854	422	1,276
Textiles, clothing, etc.	1,800	8,070	9,870
Lumber and lumber products	6,911	118	7,029
Pulp, paper (incl. printing)	961	343	1,304
Leather and leather products	811	769	1,580
Stone, clay & glass products	218	31	249
Metalworking	12,642	1,236	13,878
Electrical	1,730	1,300	3,030
Transportation equipment	1,607	46	1,653
Mining	1,690	—	1,690
Construction	14,940	4	14,944
Transportation (except seamen)	15,984	104	16,088
Communications & public utility	506	8	514
Trade and service	3,732	1,140	4,872
Other skilled and semi-skilled	14,447	643	15,090
Foremen	1,695	215	1,910
Apprentices	4,641	7	4,648
Unskilled Workers	88,675	25,015	113,690
Food and tobacco	3,321	6,193	9,514
Lumber & lumber products	5,888	328	6,216
Metalworking	3,927	485	4,412
Construction	33,565	—	33,565
Other unskilled workers	41,974	18,009	59,983
GRAND TOTAL	**241,035**	**122,350**	**363,385**

[1] Preliminary—subject to revision.

TABLE D-5—REGISTRATIONS FOR EMPLOYMENT, BY LOCAL OFFICE AREAS, AT JULY 31, 1963

(Source: National Employment Service, Unemployment Insurance Commission)

Office	Registrations (1) July 31, 1963	Registrations Previous Year July 31, 1962
Newfoundland	**8,157**	**7,691**
Corner Brook	1,214	2,441
Grand Falls	591	625
St. John's	6,352	4,625
Prince Edward Island	**1,217**	**1,328**
Charlottetown	540	700
Summerside	677	628
Nova Scotia	**12,318**	**13,181**
Amherst	545	640
Bridgewater	459	561
Halifax	4,060	3,977
Inverness	223	267
Kentville	1,039	1,045
Liverpool	190	332
New Glasgow	1,523	1,500
Springhill	444	548
Sydney	1,886	2,380
Sydney Mines	565	668
Truro	816	720
Yarmouth	568	543
New Brunswick	**11,416**	**11,079**
Bathurst	890	835
Campbellton	797	844
Edmundston	634	773
Fredericton	1,199	1,218
Minto	234	455
Moncton (2)	2,902	2,555
Newcastle	887	917
Saint John	2,711	2,525
St. Stephen	475	324
Sussex	275	190
Woodstock	412	443
Quebec	**121,222**	**109,770**
Alma	1,568	1,807
Asbestos	291	290
Baie Comeau	391	430
Beauharnois	1,178	906
Buckingham	490	407
Causapscal	548	751
Chandler	977	1,136
Chicoutimi	2,101	1,870
Cowansville	324	275
Dolbeau	942	735
Drummondville	1,375	1,425
Farnham	278	326
Forestville	229	299
Gaspe	689	701
Granby	1,590	1,696
Hull	2,043	1,600
Joliette	3,045	2,587
Jonquière	2,200	2,151
Lachute	417	428
Lac Mégantic	435	386
La Malbaie	606	526
La Tuque	562	692
Lévis	1,611	1,496
Louiseville	740	703
Magog	429	475
Maniwaki	356	274
Matane	633	999
Mont-Laurier	400	431
Montmagny	762	785
Montréal	50,541	42,052
New Richmond	542	465
Port Alfred	653	599
Québec	8,851	9,227
Rimouski	1,267	1,682
Rivière du Loup	1,511	1,715
Roberval	1,019	1,274
Rouyn	1,981	1,646
Ste. Agathe des Monts	241	218
St. Anne de Bellevue	673	541
Ste. Thérèse	1,700	1,422
St. Hyacinthe	1,220	1,410
St. Jean	2,326	1,978
St. Jérome	1,554	1,009
Sept-Iles	1,133	1,088
Shawinigan	2,849	2,686
Sherbrooke	3,878	3,662
Quebec—Concluded		
Sorel	1,083	927
Thetford Mines	1,342	1,001
Trois-Rivières	3,556	3,492
Val d'Or	1,530	1,282
Valleyfield	2,026	1,386
Victoriaville	1,374	1,191
Ville St. Georges	1,162	1,230
Ontario	**127,555**	**117,216**
Arnprior	206	188
Barrie	832	940
Belleville	1,393	1,014
Bracebridge	274	379
Brampton	1,635	1,091
Brantford	1,674	1,896
Brockville	306	427
Carleton Place	268	162
Chatham	2,430	2,380
Cobourg	766	882
Collingwood	617	380
Cornwall	1,482	1,767
Elliot Lake	306	309
Fort Erie	492	338
Fort Frances	180	241
Fort William	1,203	1,145
Galt	829	839
Gananoque	126	154
Goderich	213	267
Guelph	1,094	1,129
Hamilton	8,723	7,980
Hawkesbury	340	280
Kapuskasing	643	640
Kenora	356	353
Kingston	1,339	1,592
Kirkland Lake	618	485
Kitchener	2,246	2,014
Leamington	972	651
Lindsay	698	739
Listowel	184	173
London	3,483	3,270
Long Branch	3,016	2,599
Midland	437	382
Napanee	259	229
New Liskeard	316	354
Newmarket	933	1,202
Niagara Falls	1,199	1,222
North Bay	684	681
Oakville	665	497
Orillia	618	449
Oshawa	10,850	8,597
Ottawa	4,555	3,765
Owen Sound	908	813
Parry Sound	160	294
Pembroke	801	908
Perth	327	338
Peterborough	1,894	2,084
Picton	127	125
Port Arthur	1,267	1,250
Port Colborne	517	524
Prescott	437	376
Renfrew	341	219
St. Catharines	4,813	4,438
St. Thomas	657	731
Sarnia	1,549	1,360
Sault Ste. Marie	1,564	1,217
Simcoe	1,598	1,913
Sioux Lookout	.....	109
Smiths Falls	248	342
Stratford	465	576
Sturgeon Falls	432	477
Sudbury	3,805	1,790
Tillsonburg	725	849
Timmins	1,230	1,113
Toronto	28,424	25,637
Trenton	647	587
Walkerton	312	429
Wallaceburg	610	573
Welland	1,913	1,493
Weston	2,876	2,573
Windsor	8,875	9,424
Woodstock	573	572

TABLE D-5—REGISTRATIONS FOR EMPLOYMENT, BY LOCAL OFFICE AREAS, AT JULY 31, 1963

(Source: National Employment Service, Unemployment Insurance Commission)

Office	Registrations	
	(1) July 31, 1963	Previous Year July 31, 1962
Manitoba	**15,035**	**12,817**
Brandon	808	956
Dauphin	464	461
Flin Flon	141	129
Portage la Prairie	465	515
The Pas	184	209
Winnipeg[3]	12,973	10,547
Saskatchewan	**8,349**	**8,616**
Estevan	119	151
Lloydminster	112	126
Moose Jaw	653	624
North Battleford	556	433
Prince Albert	1,267	973
Regina	2,808	2,528
Saskatoon	1,916	2,537
Swift Current	217	323
Weyburn	110	147
Yorkton	591	774
Alberta	**19,369**	**18,869**
Blairmore	261	303
Calgary	6,103	5,816
Drumheller	219	295
Edmonton	9,290	9,078
Edson	168	352
Grande Prairie	707	592
Lethbridge	1,064	1,129
Medicine Hat	735	587
Red Deer	822	717
British Columbia	38,756	37,292
Chilliwack	616	710
Courtenay	504	779
Cranbrook	500	562
Dawson Creek	971	909
Duncan	515	831
Kamloops	792	726
Kelowna	633	496
Kitimat	84	83
Mission City	521	658
Nanaimo	653	895
Nelson	438	410
New Westminster	5,355	5,821
Penticton	745	735
Port Alberni	551	580
Prince George	1,032	989
Prince Rupert	662	484
Princeton	277	234
Quesnel	461	576
Trail	529	452
Vancouver	19,061	16,819
Vernon	700	834
Victoria	2,873	2,449
Whitehorse	283	260
Canada	**363,394**	**337,859**
Males	241,040	224,452
Females	122,354	113,407

(1) Preliminary subject to revision.

(2) Includes 268 registrations reported by the Magdalen Islands local office.

(3) Winnipeg includes Sioux Lookout as of November 1, 1962.

E—Unemployment Insurance

Unemployment insurance statistics are concerned with numbers of persons covered by insurance and claimants for benefit at Unemployment Insurance Commission local offices. The data are compiled in the Unemployment Insurance Section, DBS from information supplied by the UIC. For further information regarding the nature of the data see Technical Note, page 856.

TABLE E-1—ESTIMATES OF THE INSURED POPULATION UNDER THE UNEMPLOYMENT INSURANCE ACT

SOURCE: *Statistical Report on the Operation of the Unemployment Insurance Act*, DBS

End of:	Total	Employed	Claimants
1963—May	3,963,000	3,692,100	270,900
April	4,149,000	3,583,100	565,900
March	4,223,000	3,537,700	685,300
February	4,246,000	3,525,500	720,500
January	4,241,000	3,537,900	703,100
1962—December	4,212,000	3,620,000	592,000
November	4,094,000	3,719,800	374,200
October	3,991,000	3,746,900	244,100
September	3,977,000	3,779,200	197,800
August	3,995,000	3,796,300	198,700
July	3,976,000	3,764,000	212,000
June	3,954,000	3,739,700	214,300
May	3,889,000	3,625,100	263,900

TABLE E-3—INITIAL AND RENEWAL CLAIMS FOR BENEFIT, BY PROVINCE, JUNE 1963

SOURCE: *Statistical Report on the Operation of the Unemployment Insurance Act*, DBS

Province	Claims filed at Local Offices			Disposal of Claims and Claims Pending at End of Month			
	Total*	Initial	Renewal	Total Disposed of†	Entitled to Benefit	Not Entitled to Benefit	Pending
Newfoundland	2,008	1,480	528	1,959	920	1,039	960
Prince Edward Island	304	198	106	273	192	81	113
Nova Scotia	3,544	2,666	878	3,028	2,057	971	1,425
New Brunswick	2,607	1,764	843	2,875	1,981	894	767
Quebec	27,136	17,283	9,853	28,015	19,314	8,701	10,503
Ontario	29,729	18,721	11,008	29,850	20,158	9,692	10,519
Manitoba	2,804	1,993	811	2,948	1,966	982	990
Saskatchewan	1,290	923	367	1,353	857	496	477
Alberta	3,925	2,631	1,294	4,016	2,694	1,322	1,782
British Columbia (incl. Yukon Territory)	9,455	5,959	3,496	9,985	6,462	3,523	2,553
Total, Canada, June 1963	82,802	53,618	29,184	84,302	56,601	27,701	30,089
Total, Canada, May 1963	122,911	85,696	37,215	137,289	106,845	30,444	31,589
Total, Canada, June 1962	93,484	59,216	34,268	97,652	65,781	31,871	27,216

* In addition, revised claims received numbered 31,169.

† In addition, 32,212 revised claims were disposed of. Of these, 2,821 were special requests not granted and 2,136 appeals by claimants. There were 8,298 revised claims pending at the end of the month.

TABLE E-2—CLAIMANTS CURRENTLY REPORTING TO LOCAL OFFICES BY NUMBER OF WEEKS ON CLAIM, PROVINCE AND SEX, AND PERCENTAGE POSTAL, JUNE 28, 1963

(Counted on last working day of the month)

SOURCE: *Statistical Report on the Operation of the Unemployment Insurance Act*, DBS

Province and Sex	Total claimants	Number of weeks on claim (based on 20 per cent sample)				Percentage Postal	June 29, 1962 total claimants
		1-4	5-13	14-26	27 or more*		
CANADA	220,260	82,426	62,749	47,631	27,454	31.6	214,311
MALE	142,117	55,592	40,781	28,980	16,764	33.5	136,524
FEMALE	78,143	26,834	21,968	18,651	10,690	28.1	77,787
Newfoundland	6,235	1,737	1,630	2,058	810	68.1	6,678
Male	5,319	1,460	1,412	1,752	695	70.8	5,633
Female	916	277	218	306	115	52.6	1,045
Prince Edward Island	805	297	221	173	114	60.1	749
Male	491	163	159	111	58	66.2	466
Female	314	134	62	62	56	50.6	283
Nova Scotia	11,307	3,702	3,463	2,538	1,604	37.9	10,181
Male	8,578	2,941	2,751	1,789	1,097	36.8	7,582
Female	2,729	761	712	749	507	41.4	2,599
New Brunswick	9,295	2,453	3,651	2,000	1,191	49.6	8,568
Male	6,786	1,807	3,032	1,275	672	50.5	6,185
Female	2,509	646	619	725	519	47.0	2,383
Quebec	69,712	27,128	20,479	14,109	7,996	29.2	66,079
Male	47,239	18,925	13,721	9,647	4,946	30.9	43,579
Female	22,473	8,203	6,758	4,462	3,050	25.6	22,500
Ontario	71,046	28,677	19,244	13,647	9,478	23.7	71,161
Male	41,055	17,761	10,673	7,216	5,405	23.5	40,914
Female	29,991	10,916	8,571	6,431	4,073	23.9	30,247
Manitoba	10,803	4,045	2,876	3,262	620	28.7	9,890
Male	7,002	2,813	1,862	1,996	331	24.7	6,168
Female	3,801	1,232	1,014	1,266	289	36.1	3,722
Saskatchewan	4,535	1,290	1,209	1,243	793	43.1	5,010
Male	2,457	636	734	574	513	48.0	2,861
Female	2,078	654	475	669	280	37.3	2,149
Alberta	12,089	3,651	3,626	3,504	1,308	63.1	11,983
Male	8,162	2,611	2,497	2,240	814	67.7	7,928
Female	3,927	1,040	1,129	1,264	494	53.6	4,055
British Columbia	24,433	9,446	6,350	5,097	3,540	25.0	24,012
Male	15,028	6,475	3,940	2,380	2,233	28.1	15,208
Female	9,405	2,971	2,410	2,717	1,307	19.9	8,804

* The bulk of the cases in this group were on claim from 27–39 weeks.

Note: Values less than 50 subject to relatively large sampling variability.

TABLE E-4—BENEFIT PAYMENTS, BY PROVINCE, JUNE 1963

SOURCE: *Statistical Report on the Operation of the Unemployment Insurance Act*, DBS

Province	Weeks Paid*	Amount of Benefit Paid
Newfoundland	20,527	472,494
Prince Edward Island	2,772	55,286
Nova Scotia	35,135	775,591
New Brunswick	30,902	699,580
Quebec	217,013	5,254,471
Ontario	213,626	5,000,344
Manitoba	30,855	718,058
Saskatchewan	15,702	357,779
Alberta	37,968	939,939
British Columbia (including Yukon Territory)	70,763	1,713,352
Total, Canada, June 1963	675,263	15,986,894
Total, Canada, May 1963	1,705,628	41,146,612
Total, Canada, June 1962	797,975	18,709,179

* "Weeks paid" represents the total of complete and partial weeks of benefit paid during the month.

Technical Note to "E" Tables

Under the Unemployment Insurance Act contact between the claimant and the Unemployment Insurance Commission is made through a network of local offices. The statistics in Tables E-2 to E-4 relate mainly to local office claim operations.

Upon separation from employment, a person wishing to file a claim for benefit applies to the nearest local office of the Commission in person or by mail. An application for employment is taken by the Employment Branch of the local office and, if a suitable vacancy exists, a referral is made. If suitable employment is not available, a claim for benefit is taken by the Insurance Branch.

If the person applying for benefit has had no previous entitlement established, an initial claim will be taken and entitlement computed, otherwise a renewal claim will be filed. Initial and renewal claims thus constitute an advance notice by a claimant that he wishes to draw benefit. In some cases where employment is found immediately, however, the claimant may not return to prove unemployment.

The total of initial and renewal claims (Table E-3) thus approximates the number of new separations from insured employment during a month. To the extent that an initial claim is taken from a person who has exhausted his benefit and seeks re-establishment of further credits, the total would, however, constitute an overstatement of the volume of new separations.

Claims in the category "entitled to benefit" include initial claims established on which no disqualification was imposed, and renewal claims allowed, no disqualification. Claims "not entitled to benefit" consist of failures on initial claims due to insufficient contributions, and, in addition, disqualifications imposed on either initial or renewal claims. Claims not completely processed at the end of a month are shown as pending.

Claimants are required to report weekly, except postal claimants, who may report every two weeks. Data on claimants currently reporting to local offices are obtained from a count of individual unemployment registers in the current file at the month-end (Table E-2). Once a claim is taken, the document on which the record of current activity is maintained is placed in the current file and becomes dormant only after the scheduled reporting pattern has been broken twice in succession. The count of weeks of proved insured unemployment is begun again simultaneously with a new renewal claim and with initial claims, except those representing re-computation of additional credits. In these latter cases, the count is cumulated from the claim taken at the time the employment terminated.

Information on payments (Table E-4) is provided by Treasury offices of the Unemployment Insurance Commission and relates to payments made during a month. In some cases, however, the compensated unemployment would have occurred in a prior month. Data cover partial as well as complete weeks of unemployment.

Estimates of the insured population (Table E-1) are based on a count of persons either working in insured employment or on claim at June 1 each year. Monthly estimates are based on the June count of persons employed projected, by industry, using employment indexes from *Employment and Payrolls* (Employment Section, Labour Division, D.B.S.). To these employment data are added the number of claimants reported at month end, as described above.

F—Prices

TABLE F-1—TOTAL AND MAIN COMPONENTS OF THE CONSUMER PRICE INDEX

1957 Weighted

(1949=100)

Calculated by the Dominion Bureau of Statistics

—	Total	Food	Housing	Clothing	Transportation	Health and Personal Care	Recreation and Reading	Tobacco and Alcohol
1959—Year	127.2	122.2	131.5	109.7	140.5	151.0	144.4	113.8
1960—Year	128.4	122.6	132.9	111.0	141.1	154.8	145.6	115.8
1961—Year	129.2	124.0	133.2	112.5	140.6	155.3	146.1	116.3
1962—Year	130.7	126.2	134.8	113.5	140.4	158.3	147.3	117.8
1962—August	131.4	128.4	135.1	112.7	140.8	158.2	147.8	118.0
September	131.0	126.8	135.2	113.3	140.3	158.2	147.6	118.0
October	131.5	127.2	135.4	115.6	139.9	160.0	147.8	118.0
November	131.9	127.7	135.6	116.0	140.6	159.8	148.2	117.8
December	131.9	127.8	135.7	115.8	140.2	159.8	148.2	117.8
1963—January	132.0	129.0	135.9	114.7	139.8	159.8	148.6	117.8
February	132.1	129.4	135.9	114.8	139.6	159.9	148.6	118.0
March	132.1	128.9	136.0	115.6	139.6	159.9	148.6	118.0
April	132.3	128.9	136.0	115.7	139.2	162.1	148.0	117.9
May	132.3	128.3	136.0	115.6	140.6	162.6	148.8	117.8
June	132.8	129.7	136.0	116.0	140.3	162.7	149.3	117.8
July	133.5	132.5	135.9	115.7	140.7	162.6	148.8	118.2
August	133.9	133.2	136.3	115.9	141.0	162.8	148.8	118.1

TABLE F-2—CONSUMER PRICE INDEXES FOR REGIONAL CITIES OF CANADA AT THE BEGINNING OF JULY 1963

(1949 = 100)

—	All-Items			Food	Housing	Clothing	Transportation	Health and Personal Care	Recreation and Reading	Tobacco and Alcohol
	July 1962	June 1963	July 1963							
(1) St. John's, Nfld.	117.3	120.0	120.9	119.0	115.5	112.5	123.6	156.7	154.1	101.1
Halifax	130.3	132.0	132.0	128.9	133.0	125.9	138.7	163.2	165.7	124.5
Saint John	131.8	134.1	134.0	132.2	131.1	123.9	145.3	187.2	154.1	124.5
Montreal	131.1	132.8	133.4	138.3	134.8	107.5	159.8	169.3	143.4	118.7
Ottawa	131.9	133.8	134.5	133.3	137.0	120.3	152.8	169.1	143.0	123.9
Toronto	132.6	134.6	135.5	131.9	139.9	121.5	135.4	159.5	185.6	122.3
Winnipeg	129.5	130.1	130.9	131.5	128.1	120.8	134.3	174.8	139.5	125.5
Saskatoon-Regina	127.9	128.4	129.0	129.4	127.0	129.1	134.6	145.4	147.1	119.5
Edmonton-Calgary	126.4	127.6	127.8	125.9	126.8	124.5	129.3	164.1	145.7	119.5
Vancouver	129.8	131.8	132.3	132.6	134.4	119.8	139.8	150.6	148.8	120.9

N.B. Indexes above measure percentage changes in prices over time in each city and should not be used to compare actual levels of prices as between cities.

(1) St. John's index on the base June 1951=100.

G—Strikes and Lockouts

Statistical information on work stoppages in Canada is compiled by the Economics and Research Branch of the Department of Labour on the basis of reports from the Unemployment Insurance Commission. The first three tables in this section cover strikes and lockouts involving six or more workers and lasting at least one working day, and strikes and lockouts lasting less than one day or involving fewer than six workers but exceeding a total of nine men-days. The number of workers involved includes all workers reported on strike or locked out, whether or not they all belonged to the union directly involved in the disputes leading to work stoppages. Workers indirectly affected, such as those laid off as a result of a work stoppage, are not included. For further notes on the series see page 103, January issue.

TABLE G-1—STRIKES AND LOCKOUTS, 1958-1963

Month or Year	Strikes and Lockouts Beginning During Month or Year	Strikes and Lockouts in Existence During Month or Year			
		Strikes and Lockouts	Workers Involved	Duration in Man-Days	
				Man-Days	Per cent of Estimate Working Time
1958	251	259	111,475	2,816,850	0.25
1959	201	216	95,120	2,226,890	0.19
1960	268	274	49,408	738,700	0.06
1961	272	287	97,959	1,335,080	0.11
1962	290	311	74,332	1,417,900	0.11
1962: July	26	48	16,867	133,580	0.12
August	37	57	11,565	74,380	0.06
September	23	47	10,509	121,930	0.12
October	22	44	10,031	121,230	0.11
November	29	47	9,525	75,270	0.06
December	14	28	3,565	55,110	0.05
*1963: January	9	24	4,559	79,780	0.07
February	22	37	7,002	75,280	0.07
March	18	32	5,207	34,080	0.03
April	25	42	8,562	47,180	0.05
May	28	44	6,214	30,300	0.02
June	40	63	7,302	78,400	0.07
July	27	61	17,101	181,030	0.15

* Preliminary.

TABLE G-2—STRIKES AND LOCKOUTS, JULY 1963, BY INDUSTRY

(Preliminary)

Industry	Strikes and Lockouts	Workers Involved	Man-Days
Forestry	...	...	...
Mines	4	1,008	14,410
Manufacturing	27	6,409	72,920
Construction	18	6,866	85,910
Transpn. & utilities	6	2,673	6,710
Trade	5	139	1,060
Finance	...	...	...
Service	1	6	20
Public administration	...	...	...
All industries	61	17,101	181,030

TABLE G-3—STRIKES AND LOCKOUTS, JULY 1963, BY JURISDICTION

(Preliminary)

Jurisdiction	Strikes and Lockouts	Workers Involved	Man-Days
Newfoundland	2	93	1,070
Prince Edward Island	...	...	...
Nova Scotia	...	...	...
New Brunswick	...	...	...
Quebec	8	1,636	23,240
Ontario	39	7,870	97,780
Manitoba	...	...	...
Saskatchewan	2	253	1,710
Alberta	2	265	2,690
British Columbia	4	4,693	51,230
Federal	4	2,291	3,310
All jurisdictions	61	17,101	181,030

TABLE G-4—STRIKES AND LOCKOUTS INVOLVING 100 OR MORE WORKERS, JULY 1963

(Preliminary)

Industry — Employer — Location	Union	Workers Involved	Duration in Man-Days		Starting Date — Termination Date	Major Issues ~ Results
			July	Accumulated		
MINES						
Metal						
Solbec Copper Mines, Stratford Centre, Que.	Steelworkers Loc. 6256 (AFL-CIO/CLC)	175	3,100	18,890	Mar. 1 July 26	Wages, union security, other benefits in first agreement~ 11¢ an hr. increase immediately, 4¢ July 23, 1964.
East Malartic Mines and Barnat Mines, Norrie, Que.	Steelworkers Loc. 4796 (AFL-CIO/CLC)	720	8,860	8,860	July 3 July 22	Wages, check-off, pension fund study, union security, seniority~Wage increases, granting of check-off, formation of committee to study wages, insurance, and welfare benefits.
MANUFACTURING						
Food and Beverages						
David & Frere, Montreal, Que.	Commerce Employees Federation (CNTU)	529	7,410	12,170	June 17 July 22	Wages, hours~5¢ an hr. increase retroactive to May 23, 1962, 3¢ an hr. on basic rate from July 19, 1963, 7¢ from May 25, 1964; hours of work to be studied.
Fisheries Association of B.C., B.C. coast.	United Fishermen (Ind.)	4,600	49,290	49,290	July 17	Wages, other benefits~
Metal Fabricating						
Hart & Cooley Ltd., Fort Erie, Ont.	Steelworkers Loc. 3952 (AFL-CIO/CLC)	105	1,400	4,240	May 22 July 22	Wages, modified incentive bonus plan~3¢ an hr. increase on day rate, 2¢ an hr. on incentive bonus.
Transportation Equipment						
Northwest Industries, Edmonton, Cold Lake, Namao, Alta.	Machinists Loc. 1579 (AFL-CIO/CLC)	275	2,530	7,950	May 31 July 16	Wages, seniority rights~3¢ an hr. increase Dec. 1, 1962, 2¢ July 1, 1963, 3¢ Dec. 1, 1963 and 2¢ July 1, 1964; company's seniority practice to be written into agreement.
Non-Metallic Mineral Products						
Domtar Construction Materials, Cooksville, Ont.	Brick and Clay Workers Loc. 668 (AFL-CIO/CLC)	240	1,440	1,440	July 24	Wages~
CONSTRUCTION						
Toronto & District Marble, Tile & Terrazzo Contractors' Assoc., Toronto, Ont.	Bricklayers Loc. 31 (AFL-CIO/CLC), Terrazzo Workers' Helpers Loc. 56 (AFL-CIO)	556 (200)	12,230	21,820	May 31	Wages, retention of present system of hiring~
Toronto and District Trade Contractors' Assoc., Toronto, Ont.	Plasterers Loc. 117 (AFL-CIO/CLC)	253	1,270	5,570	June 6 July 9	Wages~10¢ an hr. immediately, 10¢ Jan. 1, 1964, 10¢ May 1, 1964; 2% increase on holiday pay.
Kingston Builders' Exchange, Kingston and area, Ont.	Several construction unions	400	1,600	8,000	June 7 July 8	Wages in new agreement~ Wage increases.
Several general contractors, Ottawa, Ont.	Bricklayers Loc. 7 (AFL-CIO/CLC)	330	2,050	5,350	June 17 July 11	Wages, hiring of non-union workers by sub-contractors ~10¢ an hr. increase immediately, 10¢ Nov. 1963, and 5¢ May 1964; preference suggested to union labour on sub-contracts.
Poole Construction, Saskatoon, Sask.	Labourers Loc. 890 (AFL-CIO/CLC)	150	1,350	1,950	June 25 July 15	Non-union sub-contractor~ Injunction issued, return of workers.
Canadian Bechtel, Capreol, Ont.	Plumbers Loc. 800 (AFL-CIO/CLC)	176	360	360	July 2 July 5	Jurisdictional dispute~Return of workers pending settlement.
Ontario Hydro Electric, Douglas Point, Ont.	Various unions	325 (33)	980	980	July 4 July 9	Prolonged negotiations, working conditions~Return of workers, referral to conciliation.

TABLE G-4—STRIKES AND LOCKOUTS INVOLVING 100 OR MORE WORKERS, JULY 1963

(Preliminary)

Industry — Employer — Location	Union	Workers Involved	Duration in Man-Days		Starting Date — Termination Date	Major Issues ~ Results
			July	Accumulated		
Toronto & District Builders' Exchange Toronto and area, Ont.	Carpenters various locals (AFL-CIO/CLC)	4,200	63,000	63,000	July 8 July 29	Wages~15¢ an hr. immediately, 5¢ an hr. plus 5¢ welfare May 1, 1964; 8¢ Dec. 1, 1964; older workers to be hired in ratio of one in eight hirings.
Hamilton Builders' Exchange, Hamilton, Ont.	Sheet Metal Workers Loc. 568 (AFL-CIO/CLC)	100	1,500	1,500	July 11	Wage rates for third class roofers~
Several plumbing contractors, Kitchener area, Ont.	Plumbers Loc. 527 (AFL-CIO/CLC)	150	300	300	July 19 July 23	Wages~Wage increase of 35¢ an hr.
TRANSPN. & UTILITIES						
Transportation						
Several automobile dealers, Toronto, Ont.	Teamsters Loc. 847 (AFL-CIO/CLC)	132	2,900	23,840	Feb. 6	Union security, voluntary dues check-off~
Shipping Federation of B.C., Vancouver, New Westminster, Port Moody, B.C.	Longshoremen and Warehousemen various locals (CLC)	1,700	1,700	1,700	July 19 July 20	Wages, other benefits~Return of workers, negotiations to continue.
Various stevedoring firms, Toronto, Ont.	I.L.A. Loc. 1842 (AFL-CIO/CLC)	500	1,500	1,500	July 23 July 26	Intra-union dispute over election of business agent~Election settled, return of workers.
Power, Gas and Water						
Ontario Hydro (Richard Hearn Generating Station), Toronto, Ont.	Canadian Operating Engineers Loc. 101 (Ind.)	250	500	500	July 14 July 16	Demotion of two employees ~Return of workers, grievances to be negotiated.
TRADE						
Loblaw Groceterias, Regina, Saskatoon and Moose Jaw, Sask.	Retail Clerks Loc. 244 (AFL-CIO/CLC)	103	360	360	July 26	Wages, fringe benefits~

Figures in parentheses indicate the number of workers indirectly affected.